

MEMORANDUM OF AGREEMENT

between

TOWN OF ANDOVER

and

ANDOVER INDEPENDENT EMPLOYEES ASSOCIATION

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 XXVII) and no increase to the salary schedule in place on June 30, 2010.

ARTICLE XXVII (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 April 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 25 day of March, 2011.

ANDOVER INDEPENDENT EMPLOYEES  
ASSOCIATION  
By its authorized representatives

Barbara D. Morabe

Lesley J. Hewitt

Joan A. Bynally

Maureen Maggini

TOWN OF ANDOVER

Reginald S. Stapczynski  
Reginald S. Stapczynski,  
Town Manager



**AGREEMENT**  
between the  
**TOWN OF ANDOVER**  
and the  
**ANDOVER INDEPENDENT EMPLOYEES ASSOCIATION**

**July 1, 2007 - June 30, 2010**

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**TOWN OF ANDOVER  
MASSACHUSETTS**

**Andover Independent Employees Association  
Collective Bargaining Agreement  
(Combined with the 1981 Personnel Rules and Regulations)**

July 1, 2007 - June 30, 2010

**I. GENERAL PROVISIONS**

1.1 Consolidated Document:

a. Original Purposes: The purposes of this personnel plan and its rules and regulations are (1) how they are a part of the Town's employee and organizational structure; (2) to assist employees 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) provide for a classification plan of all positions with the administrative service of the Town excluding exempt positions of various volunteer boards and commissions; (5) provide for a pay plan for all classified positions; (6) recognize various organized units of employees for purposes of collective bargaining and the contractual agreements between these employee groups and the Town; (7) define the authority of the various department heads to promulgate rules and regulations governing the conduct of departmental operations; and (8) provide for other regulations governing Town employment.

b. Collective Bargaining Agreement: This entire document shall constitute the agreement between the Town of Andover and the AIEA. This document is a consolidation of the Town's 1981 Personnel Rules and Regulations with previous AIEA collective bargaining agreements dated 5/18/97, 6/28/2000, 3/18/02, and 12/3/03, as well as items agreed to in the round of negotiations immediately preceding the signing of this agreement, and a number of applicable management memorandums. Both parties recognize that elements of the 1981 Rules and Regulations contained herein may be obsolete or have since been superseded by more recent applicable state and/or federal law. In addition, other applicable management memorandums may have been accidentally omitted from inclusion in this document. Any conflict between prior Personnel Rules and Regulations and other provisions of this Agreement shall be resolved in favor of the contract provision, i.e., a conflicting contract provision will supersede the personnel rule and regulation.

c. Management Rights:

Except as otherwise expressly provided by the terms of this agreement, the determination of policy and the operations of the departments covered by this agreement are vested solely in the Town Manager, 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.

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:

a. The Town Manager is the personnel officer or 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.

b. The Town Manager is further empowered by the Town Charter 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: These rules and regulations shall apply to all Town personnel within the classified service of the Town and shall serve as a guide for all other personnel within the administrative service of the Town except where statute or labor agreement requirements of statute, adjudicatory decision or labor agreement shall govern except that the provisions of statute, Town Charter or bylaw may not be abridged by labor agreement.

1.2.3 Employee's Knowledge of Rules and Regulations:

a. It is the responsibility of each employee of the Town of Andover to acquaint himself thoroughly with these rules and regulations and the application to the particular department within which he or she is employed.

b. It is the responsibility of all employees to observe the regulations necessary for the proper operation of the departments in the Town of Andover. Department heads are responsible for enforcing these regulations and referring problem situations to the Town Manager's Office for appropriate action.

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 Positions having similar duties and responsibilities shall be classified and compensated for on a uniform basis;

1.3.4 Appointments, promotions and other personnel actions requiring the application of the merit principle may be based on systematic tests and evaluations;

1.3.5 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 employees, individually and collectively, consistent with the best interest of the public and the Town of Andover.

1.3.6 In accordance with Title VII of the U.S. Civil Rights Act of 1964, the Equal Employment Opportunity Act of 1972, Presidential Executive Order 11246, and State Executive Order 74, all as amended, discrimination based on race, sex, color, religion, or national origin is prohibited in all terms and conditions of employment. These terms and conditions include, but are not limited to: hiring and employment promotion, transfer, discharge, benefits and compensation, membership in labor organizations or relief from any prohibited practices. To that end, it is the policy of the Town of Andover to not discriminate on the basis of an applicant's handicap, unless there is a bonafide occupational qualification which precludes employment. The Town intends to remain an Equal Opportunity Employer. The Town Manager or his designee shall serve as the Equal Employment Opportunity (EEO) Coordinator for the Town of Andover.

#### 1.4 Coverage and Amendment of Rules:

1.4.1 Coverage: All offices and positions of the Classified Service shall and are hereby allocated to the classified service shall be subject to these rules and regulations except the following positions:

- (1) The Board of Selectmen
- (2) The Town Manager
- (3) Town Counsel
- (4) The Board of Assessors
- (5) Employees of the Andover School Department
- (6) Employees of the Andover Housing Authority
- (7) All other personnel appointed to serve the Town of Andover without compensation.
- (8) Temporary employees.

The classified service shall include all other full-time, part-time, and seasonal positions in the Town service which are not specifically placed in the above positions by these Rules and Regulations.

These Rules and Regulations shall cover all employees in the

classified service except temporary employees.

Although the above listed employees are not unconditionally subject to these Rules and Regulations, they shall be considered regular employees and shall be covered by all Rules and Regulations except where, by virtue of their content, they would logically be construed as concerning only the classified service.

1.4.2 Amendment: These Rules and Regulations may from time to time be amended by the Town Manager. Any amendment will be filed with the Town Clerk and Town Accountant and posted on the Town bulletin board for a period of not less than thirty (30) consecutive calendar days. Copies of amendments shall also be distributed to each Department Head for posting.

Any officer, employee, or citizen who feels that these Rules and Regulations are working or are apt to work any unnecessary hardship on him or her, or that the efficiency of the Town service can be improved upon by amendment to the Rules and Regulations, shall follow the grievance procedure.

1.4.3 Administration: These Rules and Regulations shall be administered by the Town Manager or his designees in conformity with the provisions of the Town Charter.

From Agreement ending 6/30/2007

1.5 Recognition: The Town of Andover recognizes the Andover Independent Employees Association (AIEA) as the exclusive bargaining representative for wages, hours and conditions of employment for all non-union, classified, full-time and part-time, permanent Town of Andover employees with the exception of those members of other recognized bargaining units and also excluding any confidential employees and employees of the Andover Public Schools.

The Town Manager will complete any formal requirements for recognition of the AIEA contingent on contract agreement.

#### 1.6 Extra Assignments

a. AIEA assignments: The following paid extra assignments shall be filled by qualified AIEA members. If no AIEA members are interested in the assignments, then the assignment may be filled from outside the AIEA.

- Parking Clerk
- Phone Coordinator
- Sealer of Weights and Measures
- Snow Dispatcher
- One (1) Road Ranger
- Matrons
- Two (2) Snow Plowers
- Secretary to the Board of Selectmen
- Secretary to the Design Advisory Board

b. The following assignments are currently held by AIEA members, some of which are stipulated by law, statute, labor agreement or job requirement. Whenever possible, these assignments shall first be offered to AIEA members.

- Police Detail
- Board of Assessors
- Retirement Board
- Secretary to the Zoning Board of Appeals
- Secretary to the Planning Board
- Secretary to the Board of Health
- Secretary to the Conservation Commission
- Secretary to the Finance Committee

#### 1.7 Payroll Deductions for Association Dues and Fees

a. Payroll Deduction of Dues/Initiation Fee: 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 employee 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 AIEA treasurer within thirty (30) days after the month in which dues are deducted.

b. 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 to the Association 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 employee. Remittance of the aggregate amount of dues shall be made to the AIEA 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.

## II. DEFINITIONS:

2.1 Administrative Code: The organizational plan or structure of the Town of Andover defined and promulgated by the Town Manager consistent with statutory requirements of the Commonwealth of Massachusetts.

2.2 Administrative Service: All positions either compensated or volunteer in service to the Town of Andover in a designated capacity who are appointed by the Town Manager and whose appointments are finalized by vote of the Board of Selectmen.

2.3 Allocation: The assignment of a position to its appropriate class in relation to duties performed.

2.4 Appeal: An application for review of an alleged grievance submitted or instituted by an employee to higher authority.

2.5 Applicant: An individual who has completed and submitted an application for employment with the Town of Andover.

2.6 Appointing Authority: The Town Manager.

2.7 Appointment to the Classified Service: The offer to and acceptance by a person of a position either on a regular full-time, regular part-time, seasonal or temporary basis. An applicant shall be considered appointed when his appointment is confirmed by vote of the Board of Selectmen.

2.8 Assembled Examination: An examination for which applicants are required to appear at a specific place and time for the purpose of taking a test.

2.9 Certification: Recognition as meeting the required minimum standards for a vacant position as established by the classification plan, Civil Service, Statutes or other established guidelines.

2.10 Class: A group of positions which are sufficiently alike in general duties and responsibilities to warrant the use of the same title, class specification and pay range.

2.11 Classification Plan: The official Town of Andover system for the grouping of positions in the classified service into appropriate classes consisting of (1) an index to the class specification; (2) the class specifications; and (3) which shall include all positions within the classified service. The classification plan shall define individual position job descriptions, job specifications, compensation grade, and shall be indexed according to class.

2.12 Classified Service: All positions filled by employees who receive a payroll check from the Town of Andover who are appointed by the Town Manager and confirmed in their appointment by the Board of Selectmen and specifically excluding the Board of Selectmen, the Town Manager, the Board of Assessors, the Town Accountant, the Assistant Town Accountant-in-Training. Members of the above-enumerated exceptions plus members of volunteer boards, commissions and committees are considered employees of the Town of Andover who serve with or without compensation as provided at the time of their appointment or as a matter of past practice.

2.13 Compensation: The standard rates of pay which have been established for the respective classes of work, as set forth in the compensation plan.

2.14 Compensation Plan: The official schedule of pay approved by the Town Manager assigning one or more rates of pay to each class title.

2.15 Compensatory Leave: Time off from work in lieu of monetary payment for overtime worked only as approved by the department head or Town Manager.

2.16 Contractual Service: Services retained for a specific period of time to perform a specific work assignment for which a separate agreement has been reached to perform those services between the individual or individuals, firm or corporation and the Town of Andover. Individuals or groups of individuals retained under contractual services are not considered employees and are not entitled to employee benefits.

2.17 Demotion: Involuntary reassignment of an employee from one class to another which has a lower maximum rate of pay.

2.18 Department: The primary organizational unit which is under the immediate charge of a department head who reports directly to the Town Manager.

2.19 Dismissal: The involuntary separation from Town employment for cause.

2.20 Division: The organizational unit under which employees are assigned to work and handled by a superintendent, supervisor or other individual specifically designated by the Town Manager as the division head.

2.21 Eligible: A person who has successfully met or exceeded the minimum or required qualifications for a particular class.

2.22 Eligible List: The listing of eligible applicants for a position vacancy.

2.23 Employee: An individual who is legally employed by the Town. (Synonymous with "incumbent").

2.24 Examination: The process of testing, evaluating or investigating the fitness and qualifications of applicants and employees.

2.25 Exempt Service: Those positions not included in the classified service as defined in these Rules and Regulations.

2.26 Immediate Family: Includes the wife, husband, son, daughter, mother, father, brother, or sister of the employee or other relatives permanently residing in the employee's residence.

2.27 Layoff: The involuntary non-disciplinary separation of an employee from a position. See section #14.2.

2.28 Leave: An approved type of absence from work as provided for by these Rules and Regulations. The following are the types of leave for which an employee may be entitled and as further defined by these Rules and Regulations:

- Holiday Leave (see Section 7)
- Vacation Leave (see Section 17.1)
- Sick Leave (see Section 17.2)
- Parenting Leave (see Section 17.3)
- Military Leave (see Section 17.4)
- Personal Leave (see Section 17.5)
- Special Leave (see Section 17.6)
- Cancellation of Leave (see Section 17.7)
- Jury Duty (see Section 17.8)
- Absence Without Leave (see Section 17.9)
- Injury Leave (see Section 17.10)
- Bereavement Leave (see Section 17.11)
- Terminal Leave (see Section 17.12)

2.29 Merit Pay Increases: An increase in compensation established in the compensation plan which may be granted to an employee for meritorious service and completion of minimum prescribed periods of employment in the class. Pay increases shall not be considered automatic.

2.30 Overtime: Authorized time worked by an employee in excess of his total normal working hours per week.

2.31 Overtime Pay: Compensation paid to an employee for overtime work performed in accordance with these Rules and Regulations.

2.32 Pay Range: One or more, but commonly five (5) specific pay rates having a percentage relationship to one another, assigned to a class of positions as the compensation for that class.

2.33 Pay Rate: A specific dollar amount expressed as either an annual rate, a monthly rate, a semi-monthly rate, a bi-weekly rate, or an hourly rate, as shown in the pay plan of the Town.

2.34 Physical Examination: An objective examination and evaluation of an applicant's or employee's physical health and condition by a

medical doctor approved by the Town Manager for the purposes of making an assessment as to the physical suitability of an individual to perform the work for which an applicant or an employee is being considered and may be reasonably expected to perform. The degree of examination necessary to make an appropriate assessment shall be determined by the Town.

2.35 Position: Any office or employment, whether occupied or vacant, full-time or part-time, consisting of duties and responsibilities assigned to one individual by the appointing or other appropriate authority. All positions of the administrative service shall be listed and defined in the Classification Plan.

2.36 Probationary Period: The trial period of employment beginning with the date of the employee's first appointment to the classified service. Unless otherwise specifically provided for by labor agreement or Civil Service Rules and Regulations, the probationary period shall be for six (6) months from the date of original employment.

2.37 Promotion: The assignment of an employee from one class to another which has a higher maximum rate of pay.

2.38 Regular Appointment: An appointment without time limitation to a permanent position authorized to be filled and made as a result of certification as prescribed by these Rules and Regulations.

2.39 Regular Employee: An individual receiving regular appointment in either the classified or exempt service.

2.40 Removal: Separation of an employee on probation or for failure to meet the legal requirements of employment.

2.41 Resignation: A voluntary written termination of service by the employee. Resignations should be submitted in writing and accepted in writing.

2.42 Suspension: An enforced leave of absence for disciplinary purposes or pending investigation of charges made against the employee.

2.43 Transfer: The assignment of an employee from one position to another position. Transfers can take place within a department, between departments, between positions of the same pay range, between positions of the same class, between positions of different classes, or between the Andover School Department and the Town.

2.44 Work Day: Scheduled number of hours and the time an employee is required to work per day.

Entire section 2.45 revised for Agreement ending 6/30/2010

2.45 Work Week: The average number of regularly-scheduled hours shall be the work week. In general, the work week shall be Monday through Friday unless otherwise specified. For payroll purposes the pay week shall commence Sunday at 12:00 midnight and run through Saturday midnight.

2.45.1 Town Offices: The regular work week for most Town Office employees shall be Monday through Friday, 8:30 a.m. until 4:30 p.m., with a 45-minute unpaid lunch break (36  $\frac{1}{4}$  hours per week). The Community Development Department has adjusted hours of 8:00 a.m. until 4:00 p.m. with a 45-minute unpaid lunch break.

2.45.2 Elder Services: The regular work week for employees at the Senior Center shall be Monday through Friday, 8:00 a.m. until 4:00 p.m., with a 45-minute unpaid lunch break (36  $\frac{1}{4}$  hours per week).

2.45.3 Memorial Hall Library: The regular work week for Library employees shall be 37  $\frac{1}{2}$  hours with a daily one-hour unpaid allowance for lunch or dinner. Schedules may include alternate weekends and no more than two nights as assigned by the head of the department.

From Agreement ending 6/30/1998

All Independent Library Employees who work on Sunday shall be paid at the rate of time and one half (1  $\frac{1}{2}$ ) for the hours worked on Sunday.

2.45.4 Public Works and Plant & Facilities: The regular work week for employees in the Public Works and Plant & Facilities departments shall be Monday through Friday, variable hours between 7:00 a.m. and 5:00 p.m., with a 45-minute unpaid lunch break (36  $\frac{1}{4}$  hours per week)

2.45.5 Police: The regular work week for office employees shall be Monday through Friday, 8:00 a.m. until 4:00 p.m., with a 45-minute unpaid lunch break (36  $\frac{1}{4}$  hours per week). The Animal Control Officer and the Parking Meter Supervisor shall work from 9:00 a.m. through 5:00 p.m. with a 30-minute unpaid lunch break, (37  $\frac{1}{2}$  hours per week). The Parking Meter Supervisor works Monday through Friday and the Animal Control Officer works a 4-day on, 2-day off shift.

2.45.6 Fire: The regular work week for Fire employees shall be Monday through Friday, variable hours between 7:30 a.m. and 5:00 p.m., with a 45-minute unpaid lunch break (36  $\frac{1}{4}$  hours per week).

From Agreement ending 6/30/1998

Whenever practical and with department head approval based on operating requirements, flex time may be implemented for Independent

Employees. Independent Employees working flex time are required to work their specified number of hours per week.

### **III. CLASSIFICATION PLAN:**

3.1 Classification of Positions: All positions in the administrative service of the Town shall be grouped into classes, and each class shall include those positions sufficiently similar in respect to their duties and responsibilities so that similar requirements as to training, experience, knowledge, skill, personal qualities, and the similar rates of compensation are applicable thereto. The Civil Service status of positions in the Town service is not affected by their inclusion or exclusion from the provisions of these Rules and Regulations.

3.2 Preparation and Content of Class Specifications: Class specifications shall be prepared by the Town Manager or his designee defining the duties and responsibilities of all positions and the desirable entrance qualifications for successful performance. In addition to the specific qualifications as set forth in the class specifications, it shall be understood that all positions require: ability to get along with others; ability to communicate effectively given the requirements of the job, to follow instructions; have good work habits, appearance and integrity.

3.3 Adoption of Classification Plan: The classes of positions as set forth in Rule 2.11 together with the specifications for the respective classes, shall constitute the Classification Plan on the basis of which all positions shall be classified. The class lists and the class specifications shall be maintained by the Town Manager to reflect currently and properly the duties, responsibilities, and qualification requirements of the respective classes of positions in the service of the Town.

3.4 Allocation of Existing Positions: The allocation of individual positions to standard classes and any reallocations which may be required subsequently shall be made by the Town Manager.

3.5 Allocation of New Positions: The Town Manager or his designee shall study the duties and responsibilities of each new position as it is created and, on the basis of his study, allocate it to the appropriate class.

3.6 Change in Duties and Responsibilities: Whenever a significant change is made in the duties and responsibilities of a position involving either the addition of new assignments or the taking away or modification of existing assignments, such changes shall be reported to the Town Manager or his designee by the department head concerned. The Town Manager or his designee shall investigate such changes; and, if they are to be permanent and call for reclassification, he shall cause the position to be reallocated to the appropriate class.

3.7 Interpretation of Class Specifications:

3.7.1 Purpose and Effect of Class Specifications: Each class specification shall outline the main characteristics and qualification requirements of positions in the class and give examples of specific duties which employees holding such positions may properly be required to perform. The class specifications are descriptive and explanatory but not restrictive. The listing of particular examples of duties does not preclude the assignment of other tasks by the department head.

Any employee may be required by competent authority to perform any of the duties described in the class specification, any other duties which are of similar kind and quality, and any duties of lower classes in the same occupational series or in other series which have similar characteristics.

3.7.2 Application of Specifications to Positions: In determining the Class to which a position should be allocated, the specifications of each class shall be considered in their entirety and in relation to the specifications of other classes in the Classification Plan.

3.7.3 Statements of Qualifications: The statement of qualifications in a class specification is intended to be used as a guide in selecting persons for examinations and employment, for preparing examinations, for employment or promotion, and for use in determining the relative value of positions in a class with positions in other classes. Common alternative combinations of education, training or experience are specified in the class specifications, however, other combinations may be qualifying if deemed equivalent by the Town Manager.

3.7.4 Additional Qualifications: In addition to the qualification requirements enumerated in the class specifications, all classes of positions shall be deemed to require ability to have good work habits, communicate effectively, possess acceptable physical condition given the requirements of the job and be a person of integrity.

3.8 Classes in the Plan: The Classification Plan shall consist of the classes listed in these Rules and Regulations and the following Occupation List of Classes, with such changes from time to time as may be made by the Town Manager. All positions in each class shall be compensated in accordance with the "class grade" for each class as shown in this Rule and at the rates of pay for such class grade set forth in Rule 4. The salary rates as established for each class grade shall be the compensation for work of salaried employees on a normal full-time schedule not to exceed the number of hours per week shown in this Rule for the respective groups of classes.

#### **IV. DEFINITION AND ADOPTION OF THE COMPENSATION PLAN:**

4.1 Pay Schedules: The pay of Town employees occupying positions covered by these rules and regulations shall be enumerated on schedules or labor agreements detailing the annual salary and/or

hourly rates as prescribed herein for the respective classes of positions. For each salary and wage grade, a pay range is hereby established which shall consist of a beginning rate, one or more intermediate rates, and a maximum rate comprising the base rates for the grade. The schedules of annual and hourly rates shown in this rule and the provisions of these rules for the administration thereof, together with the provisions on benefits and working conditions shall comprise the Compensation Plan.

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, and all hourly pay shall be based on a five (5) day work week unless otherwise specified.

4.2 Adjustment of the Compensation Plan: The annual, hourly and weekly rates for different classes of positions which are prescribed in these Rules and Regulations shall be changed only by collective bargaining. (See Appendix A).

4.3 Full-Time Basis of Pay Rates: The annual pay rates prescribed herein are based on full-time employment at normal working hours for the respective classes of positions as indicated in Rule 2; provided, however, that the salaries of FLSA Exempt positions are fixed according to the responsibilities to be fulfilled and are not based on a fixed number of hours of work per week and shall not be adjusted with variations in work schedules, unless part-time employment is specifically provided. All regular, permanent full-time employees shall be paid the rates prescribed herein for their respective classes of positions. Compensation of part-time positions shall be determined as provided in Rule 4.4.

From Agreement ending 6/30/1998 (with updated terminology)

Non-exempt employees will be paid at the same hourly rate as 36.25 hour employees.

4.4 Compensation of Part-Time Employees: Employees regularly employed on a continuing schedule of less than the regular work week shall be compensated at the hourly rate of pay for the actual number of hours worked at the position pay grade in which the individual is employed.

4.5 Compensation of Seasonal Employees: Seasonal employees or classes shall be compensated in accordance with the hourly schedule of rates as established by the Town Manager.

4.6 Maintenance Deductions: In cases where an employee is furnished personal maintenance of some kind, such as a house, the value for said maintenance shall be determined by the department head concerned and the Town Manager and applied as appropriate.

**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 within a pay range shall be by successive steps.

5.1.2 Starting Rate on Return to Duty: When an employee returns to work after a separation from Town service without benefit of a written and approved leave of absence, such an employee may be treated as a new employee.

5.1.3 Starting Rate on Return from Military Service: Any employee 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 at the step at the time of separation or higher.

5.2 Advancement within a Salary Range:

5.2.1 On Completion of Probation: Upon satisfactory conclusion of the probationary period of six (6) months unless otherwise provided for after initial appointment, an employee at a probationary rate of pay shall be advanced one half step.

5.2.2 Compensation Advancement: An employee shall be advanced to the next higher rate in the appropriate range after the completion of each full year of service, provided his service has been satisfactory. Subsequently, all employees shall have their performance reviewed at least every three (3) years or as often as annually. Their salaries may be advanced to the higher rates within the range as recommended by the department head and approved by the Town Manager based upon their performance and length of service. Such advancement shall be made yearly until the employee has reached the maximum rate of the salary range for his position. Anniversary dates for such review shall be the employee's last date of appointment or promotion. If an employee has been granted an increase as provided for under 5.2.1 above during the first year of service, he shall be eligible for the remaining portion of the increment on his next anniversary date.

From Agreement ending 6/30/2001

Anniversary date for future step increases becomes April 1 for everyone who received step in April of 2000. Although April 1<sup>st</sup> shall be considered the anniversary date, subsequent steps will always be applied for the full week which contains April 1<sup>st</sup>.

Anniversary date for employees hired on or after July 1, 1999 will be one year from the hire date.

Upon completing 20 years of service to the Town and 1 year at step 8, the employee is eligible to move to Seniority Step A (step 20) which is calculated at 1% above the step 8 salary.

Upon completing 25 years of service to the Town and 1 year at step 8, the employee is eligible to move to Seniority Step B (step 25) which is calculated at 1% above the Seniority Step A salary (or step 8 salary \* 1.01 \* 1.01).

5.2.3 Meritorious Advancement: In the case of salaried employees who have exhibited outstanding ability and exemplary effort for a period of one year, an advancement of more than one step may be recommended by the department head and approved by the Town Manager. Such advancement shall take effect following approval by the Board of Selectmen.

#### 5.2.4 Longevity Salary Rates:

##### Current Practice:

5.2.4.1 Longevity Salary Rates: For all permanent, benefited employees (20 hours per week or more), advancement to the first longevity rate shall be made after completion of five years of continuous satisfactory service according to the longevity schedule. Advancement to successive longevity rates shall be made after completion of five year increments of satisfactory service as set forth in the longevity schedule. The longevity percentage shall be added to the base annual pay and will be included in the weekly standard pay.

After five (5) years	2% increase on base
After ten (10) years	2½% increase on base
After fifteen (15) years	3% increase on base
After twenty (20) years	3½% increase on base
After twenty-five (25) years	4% increase on base

##### From undated memo from Kenneth Mahony to Dr. Seifert and Union Presidents

5.2.4.2 Any employee transferring between the School Department and the Town of Andover, or vice versa, will receive credit for longevity.

##### From memo dated July 31, 1985

5.2.4.3 Permanent part-time employees who are subsequently appointed to full-time positions shall be eligible for the full credit of vacation leave and longevity payment based upon years of service from

their original appointment date.

From memo dated June 13, 1986

5.2.4.4 Temporary employees who subsequently become permanent employees with no break in service shall be entitled to vacation and longevity benefits based upon date of original appointment. No retroactive payments shall be made.

From Agreements ending 6/30/2001 and 6/30/2007  
Revised for agreement ending 6/30/2010

5.2.4.5 15% Additional Longevity Pay: All AIEA members hired prior to November 1, 2008 are eligible to receive an Additional 15% Longevity Pay for a period of up to 26 weeks payable weekly, upon written request to the Town Manager. This Additional Longevity Pay shall be a one-time benefit in addition to the member's current longevity payment and it shall be calculated in the same manner. An employee receiving the Additional Longevity Pay will not be eligible for any longevity pay following this 26 week period.

If the request for Additional 15% Longevity Pay is made by October 1<sup>st</sup>, for payment commencing in the subsequent fiscal year, this Additional Longevity Pay shall not affect the traditional longevity pay. In this case, the member shall return to their previous longevity following the 26-week period.

All AIEA members newly hired on or after November 1, 2008 shall not be eligible for the 15% Additional Longevity Pay.

5.2.5 Recommendations for Salary Advancement within Range: The head of the department or office concerned shall recommend in writing to the Town Manager the advancement in salary or wage of each employee in his department who has met the requirements for pay advancement as enumerated above. In the case of advancement upon completion of the probationary period, the recommendation shall include the certification that the probationary period has been successfully completed.

5.2.6 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 or less days shall not interrupt continuous service nor be deducted therefrom. Absences in excess of three 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 Manager shall specifically otherwise provide.

From Ken Mahony memo dated 11/8/82

Once an employee completes the probationary period for the position and resigns voluntarily (is not fired), then the appointing authority

who need not re-employ the employee unless it wishes to do so, must give the person all benefits and seniority as if there was no break in service. No credit will be given for the period the employee was not employed by the town. No retroactive payments are to be made.

5.2.7 Employee Requests for Classification and Pay Adjustments: Any employee 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 employee shall initially make his request to the department head who shall promptly seek to arrive at a solution which is consistent with the Plans and acceptable to the employee. Where the department head is unable to resolve such a request in the manner that the employee is willing to accept in writing, the matter shall be submitted to the Town Manager who shall take such action as he sees fit.

From Agreement ending 6/30/2005

Classification Review Procedure

1. A Department Head may request a review of an employee's job classification and description any time he/she restructures or reorganizes the work of the department. Notification of such change and a draft job description will be made to the Human Resource Director.

2. An Independent Employee may seek to have the classification of their position reviewed by Human Resources when they feel their duties and responsibilities have changed significantly. When requesting a classification review, the following steps shall be followed:

- a. The employee will request the review process to begin by submitting a Classification Review Form. This form will include a description of the duties and responsibilities that have changed and/or have been added. It will also include an assessment of duties that have remained the same. It must be signed and dated by the employee's supervisor or division head along with their comments (on separate sheet) concerning the changes stated in the request.
- b. The request will then be forwarded to the Department Head for review and signature, with additional comments on separate sheet concerning the validity of the request. The request will then be forwarded to the Human Resources Director.
- c. Comments made on separate pages shall be considered to be internal confidential documents and shall not be made available to the employee.

3. The Human Resources Director will schedule a joint meeting with the employee and their supervisor. Individual meetings will also be scheduled if requested.

4. The Human Resources Director will make a recommendation concerning any classification changes and forward the recommendation, along with a brief written explanation to the Town Manager.

5. If it is determined a classification change is necessary, then a new job description including the changes will be written and replace the current job description. If a classification change is not necessary, then the new duties and responsibilities will be added as a dated addendum to the job description.

6. The completed Classification Review Form including a brief explanation of the decision along with any changes will be forwarded to the employee, their supervisor, and the Department Head. Steps 1 through 6 shall be completed within 90 days of the date of the request. Any resultant change in job classification will be retroactive to the original date of request on the "Classification Review Form". \*

7. If after the above process, the Department Head, the supervisor, and/or the employee are still not satisfied with the Human Resource Director's decision, then any one of the above may request the Town Manager give approval to have Olney Associates (or equivalent consultant) review the decision. The decision of Olney Associates (or consultant) will be binding and further review will not be considered for at least the period of one year.

\*When a reclassification is approved, the employee will be placed in a step in the new grade that provides a minimum of a 3.5% increase. The date of advancement to the next step in the new grade shall be one year from the effective date of the reclassification.

From Agreement ending 6/30/2007

5.2.8 Changes in Job Descriptions and Reclassification of Positions: Any changes to job descriptions or new job descriptions shall be provided electronically to the AIEA before they are finalized and made official.

The AIEA shall be notified of all reclassifications immediately upon approval.

**VI. OVERTIME WORK:**

6.1 Overtime Administration: In emergencies, a department head may prescribe reasonable periods of overtime work to meet operational needs and may authorize such supervisory employees as he shall designate to act for him in requiring overtime work. Overtime shall be reported by the department head to the Town Manager. Complete overtime records of employees shall be maintained by each department

head.

6.2 Compensatory Time Off for Salaried Employees: When a salaried employee paid in class grade S-14 or below is required to work overtime, he shall be allowed an equal number of hours of time off within sixty calendar days after the overtime is worked or overtime pay as the Town Manager may determine. No additional overtime will be allowed when accrual for time off has reached fifteen working days until such accrual has been reduced by time off or by payment in cash at the overtime rate. For salaried employees not otherwise covered the Town Manager may extend compensatory leave.

6.3 Overtime Pay for Hourly Employees: Employees paid on an hourly basis shall be paid at one and one-half times the regular rate for any hours worked beyond 40 per week when authorized in accordance with 6.1 above, or compensatory time off at the rate of one hour off for each hour worked shall be granted. No additional overtime will be allowed when accrual for time off has reached fifteen working days until such accrual has been reduced by time off or by payment in cash authorized by the Town Manager.

From Agreement ending 6/30/2007

6.3 A three (3) hour minimum shall be paid to non-exempt employees for call-ins, overtime requirements which are separate from immediately extending the regular work day, including scheduled events such as court time, weekend/holiday work, night events, etc. The three (3) hours shall be paid at overtime rates for full time employees and straight time for part-time employees based on hours worked that week.

From Agreement ending 6/30/2002

6.4 AIEA Exempt Employees - Compensation Policy for Extraordinary Overtime Work

6.4.1 Background: The Federal Fair Labor Standards Act (FLSA) regulates overtime compensation requirements for "non-exempt" employees. According to the FLSA, any "exempt" employee is exempt from the act and therefore, is not required to be compensated for overtime work.

The Town and the AIEA diligently embarked upon a reclassification study to review job descriptions, pay grades, pay ranges, and FLSA classifications. One of the many outcomes of this long project was the finalization of the Exempt/Non-Exempt classification of all AIEA members. This study was combined with the release of specific procedures for compensating with cash or "comp time" all non-exempt employees. The Town stated in the three-year agreement for FY1999-FY2001 that it is "interested in providing some form of recognition for exempt employees when they work extraordinary hours."

6.4.2 Authorized Leave - General: In general, employees in Exempt positions will work occasional overtime without additional compensation to perform their duties and responsibilities without

regard for the specific amount of time required. In certain circumstances, Exempt employees will be required to work an unusual or extraordinary amount of overtime to meet job demands and time requirements established by their department head. (Examples - frequent and numerous night meetings, frequent call-back not covered by cash compensation, weekend meetings, emergencies extending into the next work day, etc.) It is our goal to recognize this additional effort. Although cash compensation will not be provided, compensation for this extraordinary effort will be recognized by the use of AUTHORIZED LEAVE at the request of the individual to their department head or authorized representative in advance. This leave is not intended to be used or granted on an hour for hour basis. AUTHORIZED LEAVE will be granted in half-day or full-day increments and will not exceed more than one day within any workweek. The weekly payroll time slip must indicate the day that AUTHORIZED LEAVE is used and have the appropriate signature.

6.4.3 Authorized Leave - Holiday Work: When an exempt employee is expected to work on a holiday, the employee shall be granted a ½ or full day off as AUTHORIZED LEAVE by his/her department head. Such time off must be taken within 60 calendar days and will not accrue. The weekly payroll time slip must indicate the day that the AUTHORIZED LEAVE is used and have the appropriate signature.

6.4.4 Cash Compensation - Call Backs: When an exempt employee is called by the department head or authorized designee and 1. Reports to work on an authorized day off, or 2. Reports to work five or more hours after the end of their regularly scheduled workday, or 3. Reports to work two hours before their regularly scheduled work day, cash compensation will be paid on a straight time basis based upon that employee's hourly rate of pay calculation. A four hour minimum will be paid and any extra hours beyond four will be based upon actual time worked rounded up to the next hour. For the purposes of calculating time worked, travel time is excluded.

At the request of the employee and with the consent of the department or division head, straight Authorized Leave time may be given in lieu of cash compensation.

From Agreement ending 6/30/2001

6.5 Weather Emergencies: When appropriate, the Town Manager will declare a weather emergency and notify Department/Division Heads to allow non-essential personnel to leave. Whenever possible, advance notice will be given as to time of early release. If conditions call for continuous severe weather conditions, the Town Manager shall make every effort to declare the weather emergency as early in the day as possible, for example, target release time 1:00 with noontime notification.

Department/Division Heads should pre-determine which personnel are essential after discussing considerations with their staff. Department/Division Heads have discretion to determine which employees

will be required to stay during each weather emergency.

Each employee required to stay will be awarded an hour and one half of compensatory time for each hour stayed, to be taken within 4 months. When Division Heads are required to stay by their Department Head, they will not be entitled to this compensatory time. Employees receiving other compensation associated with weather conditions shall not be eligible for this compensatory time.

From Agreement ending 6/30/1998

A snow emergency calling list shall be maintained, to be used in the event of the delayed opening or the closing of municipal buildings.

From Agreement ending 6/30/2007

6.6 Performing Higher Grade Duties: When an AIEA employee is directed by their Department/Division Head to assume higher grade job responsibilities in the absence of an employee or vacancy for a period longer than four (4) weeks, such employee will be compensated with a minimum of a 3.5% increase provided the Town Manager has reviewed the change in job responsibilities and has agreed to the arrangement. Any absence longer than six (6) months will be re-evaluated by the Department/Division Head and the Town Manager.

## **VII. HOLIDAYS:**

7.1 All permanent employees who work 20 hours or more per week shall receive their regular compensation for the following legal holidays or parts thereof. If a holiday falls on an employee's regularly-scheduled day off, he shall celebrate such holiday on his closest regularly-scheduled work day. If an employee is required to work on any such holiday, such work shall be treated as overtime work.

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

7.2 However, any such employee shall forfeit his right to payment for any such holiday if he has an unexcused absence on his last regularly-scheduled work day preceding such holiday or on his first regularly-scheduled work day following such holiday.

From Agreement ending 6/30/1998

7.3 Floating Holiday: All Independent Employees who work 20+ hours per week shall have one day per year, to be taken either the day after Thanksgiving, the day before or after Christmas or New Year's, at the option of the department head, to allow the department to operate at least with skeleton staff. This floating holiday may be used

alternatively as a religious observance day at another time. Where scheduling does not permit all employees to be absent on the above mentioned days, a floating holiday may be taken during the holiday season with department head approval. The floating holiday can only be used in a full day increment.

7.4 Christmas Eve Afternoon: In each year where December 24<sup>th</sup> (Christmas Eve) falls during the normal Monday through Thursday work week, Independent Employees will be released from work at twelve noon, and all released employees shall receive a full day's pay. If the 24<sup>th</sup> does not fall on a Monday through Thursday, then the above does not apply.

## **VIII. RECRUITMENT AND EMPLOYMENT:**

8.1 Eligibility: Individuals shall be recruited from residents of the Town of Andover except when no qualified applicants apply and in cases of professional employees who require special training and background in municipal government or other specialized fields. In these cases, individuals shall be recruited from a geographic area as wide as is necessary to assure obtaining well-qualified candidates. However, in cases where residents and non-residents are equally qualified for particular vacant positions, Town residents shall receive first consideration in filling such vacancies.

8.2 Notification: The Town Manager shall prepare recruiting notices to publicize vacancies and to provide candidates for vacant positions. Such various media of publicity shall be used as might be expected to bring notice of vacancies to as many qualified persons as possible.

8.3 Acceptance of Applicants: Application for employment shall be accepted at any time. As a result of a single application, a candidate shall be considered for all classes of positions in which his principal qualifications might profitably be used. Each candidate for municipal employment shall make application in the manner prescribed by the Town Manager. Such information may be required as is deemed necessary in order to judge the applicant's fitness or ability.

8.4 References: As part of the pre-employment procedure, former supervisors, employers, and references provided by candidates shall be checked as a precaution against obtaining unsuitable employees. Reference checks made by personal or telephone contact shall be documented and made part of the applicant's file. These reference checks shall be completed prior to an offer of employment, and the information shall be made a part of the application file. All such information is to be handled as privileged information as prescribed by law.

8.5 Disqualification: The Town Manager may remove from further consideration at any time the application of an applicant who: (a) does not possess the minimum qualifications; (b) has established an unsatisfactory employment or personnel record as evidenced by

reference check; (c) has made a false statement of any material fact or practiced deception in his application; (d) is afflicted with any mental or physical disease or defect that would prevent satisfactory performance of his duties; (e) is believed to be addicted to the habitual use of drugs or intoxicants; (f) has been convicted of crimes other than traffic violations; (g) does not reply to a mail inquiry within ten days or does not return a telephone inquiry within two days; or (h) fails to accept appointment within two days or to report for duty within the time prescribed in the offer. All applicants disqualified shall be notified immediately of their disqualifications and the reasons therefore.

8.6 Residency: It is preferred that all employees of the Town of Andover be residents of the Commonwealth of Massachusetts and live within ten (10) miles of the Town within six months of the date of their original employment with the Town. All department heads shall be required to live within the Town of Andover within six months of the date of their original employment by the Town. Police and Fire personnel shall live within ten miles of the closest border of the Town of Andover at the time of employment. Failure of department heads to satisfy this requirement shall be subject to possible discharge from the service of the Town.

## **IX. ENTRANCE EXAMINATIONS:**

9.1 Competitive Examination: Applicants for the positions in the classified service may be subject to competitive examination. All such tests shall be either assembled or unassembled as provided for in these Rules and Regulations.

9.2 Types of Examinations: The test held to establish a list of eligibles for any class shall consist of one or more of the following parts as determined by the Town Manager;

9.2.1 Written Test: This test, when required, shall include a written demonstration designed to show the familiarity and ability of competitors with the knowledge involved in the class of positions to which they seek appointment, their ability to communicate effectively, the range of their general information, and/or their general educational attainments. A formal essay on one or more subjects may be required if desirable.

9.2.2 Oral Interview: This test, when required, shall include a personal interview with competitors for classes of positions where ability to deal with others, to meet the public, or other personal qualifications are to be determined. An oral test may also be used in examinations where a written test is unnecessary or impractical.

9.2.3 Performance Tests: These tests, when required, shall include such tests of performance or trade as would determine the ability and manual skills of competitors to perform the work involved.

9.2.4 Physical Tests: Physical examinations and tests shall consist

of tests of bodily condition, muscular strength, agility and physical fitness of a potential employee in such depth as is commensurate for the job for which the applicant is being considered. This may be given a weight in the examination or may be used in excluding from further consideration applicants who fail to meet the minimum physical requirements for the position.

9.2.5 Mental Test: This test, when required, shall include any test to determine mental alertness or to ascertain certain special character traits and aptitudes of applicants related to the work for which they are applying.

9.2.6 Training and Experience: This test, when required, shall be determined from the statements of education and experience contained in the application form or from such supplementary data and reference checks as may be required.

9.3 Rating Examinations: In all examinations the minimum rating by which eligibility may be achieved shall be established by the Town Manager. Such minimum rating shall apply also to the ratings of any part of the test. Candidates may be required to attain at least a minimum rating on each part of the test in order to receive a passing grade or to be rated on the remaining parts of the examination or test. The final earned rating of a competitor shall be determined by averaging the earned rating on each part of the examination in accordance with the weights established for each part prior to the date of the examination and announced in the public notice of the examination.

9.4 Notification of Examination Results: Each person who takes an examination shall be notified by mail of his standing on the eligible list or of his failure to obtain a place on the list. Each person in an examination shall be entitled to inspect his rating and the examination papers within ten days of notification of the results, but examination papers shall not be open to the general public. Such inspection shall be permitted only during the regular business hours at the office of the Town Manager.

9.5 Veteran's Preference: In the case of entrance tests or examinations, preference as a veteran shall be granted by adding five points on the basis of 100 to any candidate presenting evidence showing honorable service in the Armed Forces of the United States. Retention in the service of the Town in case of a reduction in force or abolition of positions for lack of work or funds shall be based solely on ability to properly perform the duties of the position, and on relative length of efficient service.

9.6 Unassembled Examinations: Whenever the Town Manager determines that possible applicants are not available in sufficient numbers to justify assembled examinations, he may authorize conducting of examinations on an unassembled basis. Unassembled examinations shall be continuous at certain regular established times until the Town Manager determines that enough qualified applicants have been examined to establish an eligible list.

**X. ELIGIBLE LIST:**

10.1 Posting Eligible Lists: The Town Manager shall establish and maintain such employment lists of various classes of positions in the Town service as are necessary to meet the needs of the service. Candidates shall be placed upon the eligible list in the relative order of their grades. Ties in grades shall be resolved in open competitive examinations by priority in time of filing application.

10.2 Duration of List: Eligibility lists and the names appearing thereon shall remain in force for one year from the date such lists are certified. Applicants on the eligibility list may be appointed during the active period of the list.

10.3 Removal from Eligible List: The name of any person appearing on an eligible list may be removed by the Town Manager if the eligible requests in writing that his name be removed, or if he cannot be located by postal authorities or by other means of ordinary communication within five days following the date of notification. The name of any eligible applicant may also be removed if the eligible applicant has waived appointment twice in the same class of position. Any cause specified in these Rules and Regulations for rejection of an application can likewise be cause of the removal of a name from an eligible list.

**XI. PROMOTIONS:**

11.1 Promotion Policy: Vacancies in positions above the lowest rank in any category in the classified service shall be filled as far as practicable by the promotion of employees in the Town's service. The Town Manager shall in each case determine whether an open competitive examination, promotional examination, or interview or other screening process will best serve the interests of the Town's service in attracting well-qualified candidates. Promotions in every case must involve a definite increase in duties and responsibilities and shall not be made merely for the purpose of effecting an increase in compensation.

From Agreement ending 6/30/1998

11.1.1 Promotion and Transfer Policy: In recognition of the dedication of Town employees, the Town shall recognize the value of promoting internal candidates and, whenever possible, give internal candidates every consideration. The Town will make every effort to give consideration to employees before going outside to hire for open positions.

From Agreement ending 6/30/2005

11.1.2 Internal Job Posting Policy: Any AIEA vacant or newly created position shall be posted internally for a period of 7 working days, prior to the position being posted externally. The internal posting shall include a job description and be posted in a conspicuous place.

All AIEA candidates shall be considered and given realistic feedback on their candidacy prior to posting the position externally. Whenever possible, the town shall promote from within the membership of the AIEA. Nothing in this internal posting policy shall prohibit the employee from also being considered for the position once an external posting has commenced. If requested, any AIEA member shall be granted an interview prior to the selection of finalists.

From Agreement ending 6/30/2007

11.1.3 In-Training and Acting Positions: The Town shall make every effort to use "in-training" positions wherever appropriate. Any person in an "in-training" or "acting" position shall have meeting(s) with the supervisor and an AIEA representative to devise/review objectives and expectations of the temporary position as well as those desired to fill the permanent position.

11.2 Promotional Examinations: The term "promotional examinations" signifies a test to determine the relative standing of applicants for positions in the specific class. Promotional examinations are open only to employees in the classified service who have been in the service of the Town for a minimum of six months. A promotional examination may include employees in specific classes in all departments or only in the department for which the eligible list is being established, as determined by the Town Manager. No employee shall be deemed eligible for a promotional examination whose last service rating was not satisfactory.

11.3 Notification: Whenever the Town Manager orders a promotional examination to be held, notice of such an examination shall be published and posted for a period of not less than five working days in the department or departments in which eligibles are employed. It shall be the duty of the department head in each department where eligibles are employed to see that each eligible is notified of the examination or has access to such notice.

11.4 Application: The Town Manager may require that each eligible who cares to compete for promotion must fill out an application as prescribed and present this application to the Town Manager or personnel office on or before a specified date.

11.5 Types of Promotional Examinations: Promotional examinations may consist of the same types of tests as are prescribed for entrance examinations.

11.6 Promotion Without Examination: In exceptional cases the Town Manager may authorize the promotion without competition of an eligible employee upon presentation by the department head of a written statement showing that the duties performed by the employee nominated are natural preparation for the higher position, that such employee is entitled to promotion by reason of service and effective performance, and that no other employee of the department meets the foregoing conditions.

## **XII. APPOINTMENTS, TRANSFERS, DEMOTIONS, AND REINSTATEMENTS:**

12.1 Requisition of Employees: Whenever there is a vacancy in an authorized position, a department head shall so notify the Town Manager of the vacancy in writing.

12.1.1 Filling of Authorized Positions: When filling a previously authorized position within the salary limitations as funded in the annual operating budget, in addition to so notifying the Town Manager of the vacancy, the department head shall state his intention to refill the position as currently classified and at the same "S" grade level as provided for in the Compensation Plan.

12.1.2 Filling of Unauthorized Positions: When a department head determines that a vacant position should be reclassified, the job description has changed or an additional position created which has not been previously funded through the operating budget, the department head shall so notify the Town Manager in writing of this need and provide such job description and compensation recommendation which he deems appropriate. Previously unauthorized positions may only be filled following specific approval by the Town Manager which may also include approval by the Board of Selectmen and/or Town Meeting.

12.2 Types of Appointments: The following types of appointments may be made to the Town service in conformity with the Rules and Regulations established: full-time, permanent, seasonal, student, emergency, provisional, part-time, and temporary, or combinations of the foregoing.

12.2.1 Permanent Employees: A permanent employee works on a continuing basis (indefinite). Permanent employees are subject to all personnel rules and regulations of the Town of Andover as they may apply.

12.2.2 Full-time Employees: A full-time employee shall be a permanent employee who works the normal work week of the department to which he is assigned and as defined in Regulation 2.45 above.

12.2.3 Seasonal Employees: Seasonal employees are appointed in the same manner and are subject to the same procedure as permanent employees except that their work will be discontinued at the close of the work season for which they have been appointed. Seasonal employees whose services have been discontinued at the end of the preceding work season shall be eligible for reemployment subject to satisfactory performance.

12.2.4 Student Appointments: Student appointments have the purpose of affording high school students, college students, and other students an opportunity to gain actual work experience. Such appointments are for a definite and limited period of time and require the approval of the Town Manager as defined above.

12.2.5 Emergency Appointments: In order to prevent stoppage of public business or loss or serious inconvenience to the public, appointment

of employees on a temporary basis may be authorized by the Town Manager.

12.2.6 Provisional Appointments: When no eligible list exists for a vacancy, a person may be appointed to the position on a provisional basis.

12.2.7 Part-time Employees: Part-time employees are employees who regularly work less than the normal work week as defined in 2.4.5. Part-time employees who regularly work less than twenty (20) hours per week are considered non-benefited employees.

12.2.8 Temporary Appointments: Temporary appointments are made when a special project requires the addition of employees for a specific period of time, or to fill a position of an employee who is on a leave of absence.

12.3 Method of Filling Permanent, Seasonal, Part-time, and Temporary Vacancies: Vacancies in the classified service shall be filled by reemployment, promotional appointment, original appointment, transfer, or demotion. Whenever an appointing authority wishes to fill a vacancy, a requisition for an employee shall be submitted to the Town Manager in writing. As far as practical, each vacancy shall be anticipated sufficiently in advance to permit the Town Manager to determine who may be eligible for appointment or, if necessary, to establish a list of eligibles.

Vacancies are to be filled by promotion, reemployment or from an original appointment list, and in that order so far as is practical.

12.4 Certification of Eligibles: The Town Manager shall certify the number of names on the appropriate employment list or authorize some other source of appointment as provided for by these Rules and Regulations. No appointment except an emergency appointment shall be made without such certification or prior authorization.

All applicants for a position shall be ranked according to training, experience, references, and other relevant qualifications or performance comparisons.

Eligibles shall be certified in order of standing without regard to sex, race, color, national origin, religion, age, or marital status.

Whenever there are an insufficient number of names on the promotional list to make a complete certification, the Town Manager may augment these names by a sufficient number of names from another appropriate list to make a complete certification.

The department head shall certify to the Town Manager the name or names of the person or persons appointed to the vacancy or vacancies.

12.5 Notification: All individuals eligible and certified in response to a properly executed personnel requisition shall be notified by the Town Manager to appear for an interview with the appointing authority

within such time as may be designated by the appointing authority.

12.6 Emergency Appointments: In an emergency, the Town Manager may authorize the appointment of any qualified person in the position to prevent stoppage of public business or loss, or serious inconvenience to the public. However, a vacancy of which the department head has had reasonable notice, or an employment condition of which he had, or might with due diligence have had previous knowledge, shall not be considered an emergency under this section. The emergency appointments shall expire as specified or automatically within four months from the date of such appointment except that the Town Manager may approve the extension of an emergency appointment up to a maximum of eight additional months.

12.7 Student Appointments: With the approval of the Town Manager, students majoring in fields of value to the Town, from qualified educational programs, may be employed on an "internship" basis for a specified period of time, not to exceed twelve consecutive calendar months.

12.8 Temporary Appointments: Temporary appointments may be for a specified period of time with the approval of the Town Manager when services are required for a special job or project of limited duration.

12.9 Transfers: Any employee in the classified service of the Town (as distinguished from School Department) who has successfully completed his probationary period may be transferred to the same or similar position in a different department without being subject to the probationary period. An employee desiring to be transferred should make his request in writing to the Town Manager with a copy to his department head. As vacancies occur in other departments to which he would be eligible for transfer, his name will be submitted to the department head for consideration.

Transfer of an employee from one position to another without significant change in level may be effective when the employee meets the qualification requirements for the particular position; if it is in the best interests of the Town; if further training and development of an employee in another position would be beneficial to future staffing potential of the Town; and if it meets the personal needs of the employee as consistent with the other requirements of these Rules and Regulations.

12.10 Reductions in Classification: An employee may receive a reduction in his classification to a position of lower grade in compensation for which he is qualified for one or more of the following reasons: (a) when an employee would otherwise be laid off because his position is being abolished; his position is being reclassified to a higher grade; lack of work; lack of funds; or because of a return to work from an authorized leave of absence of another employee to such position in accordance with the rules and regulations governing leave; and (b) when an employee voluntarily

requests such a reduction in classification.

12.11 Demotions: An employee may be demoted to a position of a lower grade and compensation (a) when that employee does not possess the necessary qualifications to render or continue to render satisfactory service in the position which he holds; or (b) when he has been removed from promotional consideration during the probationary period.

All demotions must receive the approval of the Town Manager and the department head or heads concerned. The employee demoted against his will may appeal the decision to the Town Manager. The Town Manager shall carefully consider the appeal and transmit to the employee a letter containing his decision regarding the demotion as soon as is practical.

12.12 Reinstatements: An employee who has resigned with a good record may be rehired, if a vacancy exists, to the same or similar position by the same department from which he resigned without necessarily qualifying in competitive examination. This is known as a reinstatement. Request for the approval of the action for reinstatement must be submitted to the Town Manager by letter, giving the name, title, salary, date of separation, date of proposed reinstatement, and cause of the vacancy which the reinstatement will fill by the department head.

However, an employee who is reinstated shall accrue benefits as if he were a new employee without prior service or active employment with the Town except as he may be entitled to retirement benefits as provided for by law.

Employees restored to active employment with the Town after involuntary military service are not reinstated in the sense of this Rule. They retain all privileges of regular employees.

12.13 Medical Examinations: All Town employees may be required to have a medical examination in such form and conducted by a physician designated by the Town, at the Town's expense, to take place at the time of recruitment and selection or at any time thereafter for good cause, as determined by the Town Manager. The physical examination and physician shall serve to certify the physical fitness of the employee or applicant to perform or continue to perform the duties of the position of the employee or for which the applicant seeks employment.

The cost of any medical examination required under this section shall be borne by the Town.

### **XIII. PROBATIONARY PERIOD:**

13.1 Nature, Duration and Purpose: The first six (6) months of service in a position to which an employee has been probationally appointed, promoted, reemployed, or reinstated under the provisions of these rules shall constitute a probationary period: provided that,

with the approval of the Town Manager, the department head may have the period extended for no more than an additional six months or any part thereof. Provisional and temporary service in the class immediately prior to probationary appointment to and without break in service in the class shall be credited toward the probationary period. The probationary period shall be an essential part of the examination process and shall be utilized for the most effective adjustment of new employees and for the elimination of any employee whose performance does not meet the required standard of performance.

13.2 Conditions Preliminary to Permanent Status: It shall be the responsibility of the appointing authority to provide to the Town Manager a statement in writing to the effect that the services of each employee appointed for a probationary period have or have not been performed satisfactorily during such a period and is or is not recommended to be retained in the service.

13.3 Separation During the Probationary Period: If at any time during the probationary period the appointing authority determines that the services of the employee have been unsatisfactory, an employee may be separated from his position without the right of appeal or hearing. The appointing authority shall notify the employee in writing at least ten (10) days prior to the effective date of separation of the reasons for the separation.

13.4 When an employee has been promoted but fails to successfully complete the probationary period, he will revert to a position of his former class. If there is no vacancy in a position of the former class, the rules pertaining to layoffs shall apply.

#### **XIV. LAYOFFS, SEPARATIONS AND DISCIPLINARY ACTIONS:**

14.1 General Provisions: Except as otherwise provided in these rules and regulations, the tenure of an employee with status shall continue during good behavior and the satisfactory performance of his duties.

14.2 Layoffs:

From Agreement ending 6/30/2005

14.2.1 Definitions: For the purpose of section 14.2 the following terms shall be defined as follows:

"Employee" - a person employed by the Town of Andover in an AIEA position.

"Position" - any provisional, temporary, emergency, part-time or permanent position within the AIEA classification category.

"Qualified" - possessing the same general skill set required for performing the duties of the position with minimal orientation and training.

"Seniority" - total Town of Andover service (including any equivalent time within the School Department), and excluding any breaks in service not associated with authorized temporary leaves of absence (e.g. maternity, medical, military, etc.).

14.2.2 Management & Association Rights: The Town Manager shall have the right to lay-off employees when it is deemed necessary by reason of shortage of funds or work, abolishment of a position, or other material change in duties or organization. After the Town Manager releases his recommended budget, the AIEA may request an opportunity to discuss the impact of lay-offs on the bargaining unit, as well as to suggest any alternatives to avoiding AIEA lay-offs. A request by the Association for impact discussions shall not preclude the Town from sending written lay-off notices to affected employees.

14.2.3 Seniority: The order of lay-offs within the AIEA shall be determined by seniority. Other factors such as employee performance, conduct, qualifications, and type of appointment may need to be considered in unusual cases. In general, seniority shall be the determining factor, with the employee with the least seniority being laid off first.

14.2.4 Open Positions: No permanent employee will be separated by lay-off while there are position vacancies in the same or lower classification grade that the Town intends to fill, or while there are provisional, temporary, emergency or probationary employees in positions that are the same or lower classification grade within any division or department, provided the permanent employee is qualified to fill any of those positions. The permanent employee may fill the vacancy or replace the provisional, temporary, emergency or probationary employee provided the permanent employee is qualified.

14.2.5 Bumping Rights: If there are no vacant positions that the Town intends to fill, or provisional, temporary, emergency or probationary employees in the same or lower classification grade for which the employee is qualified, the employee whose position has been eliminated may replace (i.e. bump) another permanent employee with the least seniority in the same or lower classification grade, provided the employee is qualified for the position and has greater seniority than the permanent employee being bumped. A bumped employee may in turn bump another employee who has the least seniority in the same or lower classification grade, and so on, provided the employee is qualified for the position and has greater seniority than the permanent employee being bumped. Bumping shall occur in the following successive order, with the employee being replaced being:

- a. The employee with the least seniority in the same classification grade within the same division or department;
- b. The employee with the least seniority in the same classification grade in another division or department;
- c. The employee with the least seniority in a lower classification grade within the same division or department;

- d. The employee with the least seniority in a lower classification grade in another division or department.

If there are two or more replacement options within any of the above order categories, the Town Manager shall determine which position the employee is eligible to assume, giving consideration to the preferences of the employee and the affected department and/or division heads.

#### 14.2.6 Notification:

14.2.6.1 An employee whose position is being eliminated during the normal budget cycle shall be given written notice of this fact by management at the time that the town budget is released.

14.2.6.2 Once the town has determined which employee(s) will be affected by position elimination and/or bumping, the Town will notify each employee in writing and identify which position(s) he/she may be qualified to move into. The employee will have 10 business days to either accept or reject the offer. In rejecting the offer, the employee will be electing to be laid-off.

- a. If additional bumping is to occur, the Town will in turn notify the bumped employee in writing of which position(s) he/she may move into, if applicable. The bumped employee will have 10 business days to either accept or reject the offer. In rejecting the offer, the employee will be electing to be laid-off. This step may be repeated, based on the number of positions being eliminated and employee seniority.

- b. If there are no bumping options available for the employee, the Town will notify the bumped employee in writing of the potential lay-off pending Town Meeting vote.

- c. Within 10 working days after town meeting approval of the budget, any employee who will be laid off shall be given final written notice of the effective date of lay-off, mailed to the employee's address on record in the Accounting Office.

- d. When a position is affected out of the normal budget cycle, bumping rights based on seniority shall still apply. In this case, the final written notice of lay-off shall be given at least 30 days prior to the effective date of the layoff.

- e. The requirements of any written notice mentioned above shall not prevent oral notification prior to written notice.

14.2.7 Future Vacancies: If an employee is laid off, and a vacancy occurs within a one-year period in the same or lower classification grade, and the Town intends to fill it, the laid off employee shall be offered the vacant position based on the above criteria, provided the person is qualified to fill it.

14.2.8 Final Determination: The Town Manager shall have the final

determination as to where lay-offs are needed, as well as whether or not the employee is qualified to move into another position filled by an employee with less seniority.

14.2.9 A layoff of more than one year shall constitute a break in service with the Town.

14.2.10 In all cases the Town Manager shall determine composition of the work force of the Town as to the type of position, number of positions and the number of individuals assigned to each position subject to the annual appropriation of funds.

14.2.11 Upon separation of service from the Town for whatever reason all employees regardless of status or class shall return keys, tools, vehicles and any other Town property given unto their care prior to receipt of their final paycheck. All such property shall be in a good or serviceable condition and as close to original condition as may reasonably be expected as may be determined by the Town Manager. Any employee leaving the service of the Town shall obtain from his or her department head or the Town Manager a written statement to the effect that all property placed in his or her care has been returned to the Town in acceptable condition and a copy of this letter shall be presented to the Town Treasurer before or at the time the final pay check is requested.

#### 14.3 Disciplinary Actions:

14.3.1 Disciplinary action may include Suspension without Pay, Dismissal, Demotion, or any of the following:

- (a) Reprimand given orally or in writing.
- (b) Failure to be recommended for normal annual increment.
- (c) Involuntary transfer to another classification or another position in the same classification without reduction in grade or salary.
- (d) Reduction in compensation without change of classification or grade but not below the entrance rate for the classification.

14.3.2 Demotions for disciplinary reasons may be necessary so that employees, whose work has not been satisfactory, but who do not deserve dismissal, may be retained and assigned less responsible work. When the department head feels that a demotion is in order as a result of misconduct, poor quality of work, infraction of rules, or for other just cause, he shall request such action of the Town Manager.

#### 14.4 Dismissals, Demotions and Suspensions:

14.4.1 The department head may remove any employee with status only for cause after furnishing the employee and the Town Manager with a written statement of the reasons for dismissal and allowing the

employee fifteen (15) calendar days to reply in writing, or upon request to appear personally or with counsel and reply to the appointing authority.

14.4.2 Just causes for dismissal, demotion in the service, or suspension are listed below although dismissal, demotion, or suspension may be made for other just causes.

- (1) The employee has been convicted of a felony, or of a misdemeanor involving moral turpitude.
- (2) The employee is a member of the Communist Party or a subversive organization.
- (3) The employee has willfully, wantonly, unreasonably, unnecessarily, or through culpable negligence been guilty of brutality or cruelty to an inmate or prisoner of a Town institution or to a person in custody, provided the act committed was not necessarily or lawfully done in self-defense, or to protect the lives of others, or to prevent the escape of a person lawfully in custody.
- (4) The employee has violated any of the principles of the merit system or of these rules and regulations.
- (5) The employee has been guilty of any conduct unbecoming an officer or employee of the town, either on or off duty.
- (6) The employee has violated any lawful official regulation or order or failed to obey any proper direction made and given by a superior officer.
- (7) The employee has been under the influence of alcohol, drugs or other intoxicants while on duty.
- (8) The employee has been guilty of insubordination or of disgraceful conduct, either on or off duty.
- (9) The employee is offensive in his conduct or language in public, or towards the public, Town officials, or employees, either on or off duty.
- (10) The employee is incompetent or inefficient in the performance of the duties of his position.
- (11) The employee has received two successive service ratings which are unsatisfactory.
- (12) The employee is careless or negligent with the moneys or other property of the Town.
- (13) The employee has failed to pay or make reasonable provisions for future payment of his debts to such an extent that such failure be detrimental to the reputation of the Town

service.

- (14) The employee has used or threatened to use, or attempted to use, personal or political influence in securing promotion, leave of absence, transfer, change of pay rate, or character of work.
- (15) The employee has induced, or has attempted to induce, an officer or employee of the Town to commit an unlawful act or to act in violation of any lawful departmental or official regulation or order.
- (16) The employee has taken for his personal use from any person any fee, gift, or other valuable thing in the course of his work or in connection with it, when such gift or other valuable thing is given in the hope or expectation of receiving a favor or better treatment than that accorded other persons.
- (17) The employee has engaged in outside business activities on Town time, or has used Town property for such activity in violation of these Rules.
- (18) The employee has failed to maintain a satisfactory attendance record.

14.4.3 An employee with status may appeal actions under this section according to Rule 6.

14.4.4 A dismissed employee may be required to forfeit all accrued leave.

14.5 Separation During Probationary Period: An employee may be separated without the right of appeal at any time during the probationary period.

14.6 Resignations: An employee 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. A copy of an employee's resignation shall be attached to the advice effecting the separation and be filed in the employee's service record in the department. Failure of an employee 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 department head.

14.7 Appeals: Any permanent employee who is dismissed, demoted, or suspended may appeal to the Town Manager. Such appeal, stating the pertinent facts relative to the grievance, shall be filed within fifteen (15) calendar days following such disciplinary action. The procedures outlined in Rule 15 shall govern all hearings before the

Town Manager.

Upon conclusion of an appeal hearing the Town Manager shall within five (5) working days notify the employee and the department head of his decision. The decision of the Town Manager shall be final.

**XV. PERSONNEL APPEALS BOARD:**

15.1 Personnel Appeals Board: The Town Manager shall appoint a Personnel Appeals Board of three persons.

15.1.1 Appointments: Of the members appointed first, one shall be appointed for a term of one year, one for a term of two years, and one for a term of three years. Thereafter each member shall be appointed for a term ending three years from the date of expiration of such term for which his predecessor was appointed, except that a person appointed to fill a vacancy occurring prior to expiration of such term shall be appointed for the remainder of the term. Any member of the Board may be removed for cause at any time by the Town Manager. Vacancies on the Personnel Appeals Board, from whatever cause, shall be filled by appointment by the Town Manager for the unexpired term. The members of the Board shall be qualified electors of the Town and shall serve without compensation. No person shall be appointed to said Board who holds any salaried office or employment in the Town government; nor shall any member, while a member of the Board or for a period of one year after he has ceased for any reason to be a member, be eligible for appointment to any salaried office or employment of the service of the Town.

15.1.2 Powers: The Board shall hear appeals submitted by any regular employee relative to any suspension, demotion, or dismissal.

15.1.3 Responsibility of Personnel Appeals Board: When an employee shall make a complaint before the Board in a case involving his dismissal, demotion, or suspension, it shall be the duty of the Board to ascertain to the best of its ability the facts of the case and after weighing all available evidence to report its findings to the Town Manager for such disposition as he may deem appropriate.

15.1.4 Consideration of Complaint-setting Date for Hearing: If no request for hearing is contained in said complaint, the Board shall promptly convene a hearing and after making such investigation as it deems necessary shall make and file its determination with reference thereto. If a request for hearing is contained in such complaint, a public hearing shall be had thereon within twenty (20) days after the filing of said complaint, at such time and place as shall be fixed by the Chairman of the Board.

15.1.5 Notice of Hearing: Notice of the time and place set for public hearing shall be given promptly by the Secretary of the Board to the complainant and at least five (5) days prior to the hearing by Certified Mail, addressed to the complainant at his last known Post

Office address.

15.1.6 Board Shall Have Access to Pertinent Data: In order to properly discharge its function in regard to the review of such disciplinary actions, the Board shall have access to any files, correspondence, memoranda, etc., which they feel might be pertinent to the case and shall have the right of questioning any officers or employees of the Town whom they feel may be able to shed light on the circumstances involving the disciplinary action in question. No officer or employee shall himself be subject to disciplinary action as a result of testimony given in such a hearing.

15.1.7 Scope of Personnel Appeals Board's Review: In its review of a disciplinary action the Board shall limit itself in the absence of overriding cause for considering extraneous matters, to a consideration of: (1) the question of the appropriateness of the discipline to the transgression, with regard to the case under consideration, and (2) the question of whether the employee is guilty of the transgression with which he is charged.

15.1.8 Hearings To Be Informal: Hearings shall be conducted in an informal manner with every effort made by the Board to avoid the appearance of conducting a trial as in a court of law.

15.1.9 Adjournments: Public hearings on complaints may be adjourned only upon good cause shown; and in the event that the complainant shall fail to appear in person or by counsel at the time and place set for hearing, he shall be presumed to have waived his right to further hearing and the Board may proceed forthwith to investigate and determine the case.

15.1.10 Representation: Complainants may, at their election, be represented by counsel, provided that notice of such representation shall be filed with the Board at least forty-eight (48) hours prior to the time set for hearing. The Board will be represented by counsel upon request to the Town Manager.

15.1.11 Conduct of Hearing: Hearings before the Personnel Appeals Board shall be public at the request of the employee and shall be conducted in an orderly manner with a view to the presentation of all material facts so that a fair and impartial decision may be made. The Chairman of the Board shall have full authority at all times to maintain orderly procedure and to reject irrelevant matters and limit the hearings to relevant facts. In resolving parliamentary questions, Roberts' Rules of Order will be regarded as the governing authority.

15.1.12 Decisions: The decision of the Personnel Appeals Board shall be promptly reduced to writing, setting forth its finding and recommendations and be filed with the Town Manager.

## **XVI. GRIEVANCES:**

16.1 Grievance Procedure: In the following procedure, the term

"employee" shall include all AIEA employees and also include the Association itself. Therefore, any employee or the AIEA may submit a grievance. Also, at any step of the grievance process, an employee may be accompanied and/or represented by the AIEA. From the standpoint of the following procedures, a grievance exists when an employee feels dissatisfied or annoyed 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 immediate supervisor. It is recommended the employee file his or her grievance on the "Grievance Or Discussion Form" available at the Town Manager's office. All employees shall be free to present grievances to their supervisors and shall be assured freedom from discrimination, coercion, restraint, or reprisal in presenting grievances.

Whenever the employee is aggrieved by some act of commission or omission on the part of his immediate supervisor, he may initiate the action authorized by this procedure by explaining his grievance to the immediate supervisor or may initiate the action authorized by forwarding the appeal in writing to the immediate supervisor of said supervisor.

The procedures outlined below shall be construed as encompassing all situations for which an employee feels aggrieved and for which a remedial action is desired.

STEP 1. The employee may explain orally the situation to his immediate supervisor. The supervisor shall either alone or in collaboration with his supervisors, reach a decision and communicate it orally to the employee 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 employee may within five (5) working days of when a decision is due, write up the grievance and present it to his immediate supervisor. It is recommended the employee file his or her grievance on a grievance or discussion form available at the Town Manager's office. The supervisor shall write up within five (5) working days his decision and give it to the employee. In cases where the immediate supervisor is a section head (i.e., foreman, police sergeant, fire lieutenant), the grievance at this stage shall be brought to the attention of the division head and a decision reached between both parties.

STEP 3. If the grievance is not settled at the second step, the employee may within five (5) working days write up his appeal and present it to the department head.

The department head shall obtain the facts of the case up to this point from the departmental file or by meeting the employee and other relevant persons. The department head may hold a conference with all

parties concerned if it is deemed necessary.

Within ten (10) working days of receipt of the written appeal, the department head shall notify the employee and the supervisor of his decision in writing.

STEP 4. If the grievance is not settled at the third step, the employee may file an appeal to the Town Manager. The affected department shall assemble the facts of the case and present them to the Town Manager. The Town Manager may hold a conference with persons concerned in the case.

Within ten (10) working days, the Town Manager shall present his decision in writing to the department head and the employee.

**XVII. LEAVES OF ABSENCE:**

17.1 Vacation Leave:

17.1.1 All employees in the Town service, except non-benefited part-time, temporary and seasonal employees, shall accumulate vacation leave proportionate to their regular work week with pay according to the following schedule:

After one (1) year of service	Two (2) weeks
After five (5) years of service	Three (3) weeks
After ten (10) years of service	Four (4) weeks

From memo dated 12/18/1989

After fifteen (15) years of continuous full-time service	five (5) weeks
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From Agreement ending 6/30/2001

For all benefited AIEA members who are hired with the standard two (2) weeks vacation earned after one year of employment, one (1) week of 'entry' vacation shall be awarded after completion of six (6) months of employment (pro-rated for benefited part-time employees) and the standard 2 weeks are awarded at the one year anniversary.

From Agreement ending 6/30/2010

Under specific circumstances, up to five days of sick leave may be converted to vacation leave on an annual basis. See section 17.2.15

From Agreement ending 6/30/1998

At the discretion of the Town Manager, vacation leave may be granted in exceptional cases to a new Independent Employee at time of hire.

Total vacation leave including this exceptional leave shall not exceed the maximum vacation leave allowed (5 weeks per year).

17.1.2 Upon completion of probation a permanent full-time employee may request approval from the Town Manager to take up to one (1) week of his or her vacation leave due after the first full year of employment with the Town as specified above.

17.1.3 Absence on account of sickness, injury, or disability in excess of that hereinafter authorized for such purpose, at the request of the employee and with the discretionary consent of the department head, may be charged against vacation leave allowance.

From Agreement ending 6/30/1998

Vacation leave may also be used for leave granted under the family leave provisions, at the employee's discretion.

17.1.4 Each department head shall keep records of vacation leave allowances and shall schedule vacation leaves with particular regard to the seniority of employees, in accordance with operating requirements and, insofar as possible, with the written request of the employee.

From Agreement ending 6/30/2001

17.1.5 Vacation days should be taken in the year in which they are awarded and may not be carried forward from year to year in excess of five (5) weeks (25 days).

17.1.5.1 In order to carry forward more than two (2) weeks (10 days) vacation, up to a maximum cap of 5 weeks, written approval is required as follows:

- a. The employee must submit a completed Request for Vacation Carry Forward Form to the Town Manager three (3) months prior to the vacation anniversary date indicating when the excess vacation time will be used.
- b. The employee shall be notified of approval or disapproval within one (1) month.
- c. Any days in excess of the number approved for carry forward need to be taken before the employee's vacation anniversary date or they shall not be carried forward.

17.1.5.2 Members who have vacation carry forward balances in excess of thirty (30) days on June 30, 2000 will be "grandfathered" from the five week cap. These grandfathered employees shall not be eligible to carry forward any vacation in excess of their carry forward balance as of June 30, 2000. In order to assist these employees in reducing their vacation carry forward balance, a grandfathered employee may sell one week of vacation per year beginning July 1, 2000 as follows:

- a. Vacation days will be reimbursed at the employee's regular weekly rate as of their anniversary date.

- b. A written request must be submitted prior to the employee's vacation anniversary date.
- c. Once the carry forward balance is reduced to five (5) weeks or less, the employee will no longer be considered grandfathered as defined in this subsection.

From Agreement ending 6/30/2007

At the end of each fiscal year, management and AIEA representatives will meet to discuss any additional vacation buyback for the grandfathered employees. (In March of 2006, there were three (3) remaining grandfathered employees). The increase in sellback for the three grandfathered employees will be based on the availability of funds and equally dispersed, subject to agreement between the Town and the employee.

17.1.6 Employees should provide department heads with reasonable notice as to their vacation schedule request and generally at least one week in advance of the contemplated vacation leave. It shall be within the discretion of the department head to grant or deny the request so as to provide for the continued efficient operation of the department during the employee's absence from work due to vacation leave. Approvals shall not be unreasonably withheld. Single days of vacation leave may be taken upon approval of the department head provided twenty-four (24) hours advance notice is given.

From Agreement ending 6/30/1998

Vacation leave may be taken in  $\frac{1}{4}$ ,  $\frac{1}{2}$  or single day increments upon the approval of the department head.

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

17.1.8 Employees 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 which such dismissal, retirement, or entrance into the Armed Forces occurred up to the time of the employee's separation from the payroll.

17.1.9 Every full-time professional employee in the Library occupying a position subject to the classification and pay plan shall be granted four (4) weeks vacation with pay after each year of continuous service. Non-professional Library employees who had previously received four (4) weeks vacation with pay prior to April 1, 1958, shall continue to receive four (4) weeks vacation with pay.

Entire section 17.2 revised for Agreement ending 6/30/2010

17.2 Sick Leave:

17.2.1 All employees in the Town service hired prior to November 1, 2008 , except non-benefited part-time (less than 20 hours per week), temporary and seasonal employees and employees covered by labor agreement shall be entitled to sick leave pay accumulating proportionate to their regular work week at the rate of one and one-quarter (1 1/4) days for each month of continuous service.

All AIEA members newly hired on or after November 1, 2008 shall earn sick leave proportionate to their regular work week at a rate of one (1) day per month for each month of continuous service.

Sick leave shall be earned at the end of each month and shall accumulate with no maximum cap.

17.2.2 Sick leave shall be used primarily for the necessary absence of an employee as the result of his or her own sickness or injury. If an employee is out on sick leave in excess of five (5) consecutive work days, the Town Manager may require a doctor's note. If a doctor's note is to be required, the employee shall be notified of this expectation while on sick leave and prior to returning to work.

17.2.3 Should an emergency arise and a member of the employee's immediate family becomes sick or injured, an employee may be excused from work, not to exceed three (3) days for each occurrence, to be charged against accumulated sick leave. (See 17.11 for definition of immediate family).

17.2.4 Sick leave may also be used by the employee for doctor and dentist appointments, for Parenting Leave as described under Section 17.3 and for Bereavement Leave as described under Section 17.11.

17.2.5 If an employee is absent from work as the result of an industrial accident and is covered by Workers' Compensation, the Town of Andover agrees to make up the difference between compensation benefits received under Worker's Compensation insurance and his regular weekly compensation with the difference chargeable to accumulated sick leave to the extent the employee has such leave. Charging accumulated sick leave is at the employee option.

17.2.6 Employees 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 twenty (20) 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.

An employee may only continue to accrue accumulated sick leave and other benefits provided he remains on the active payroll of the Town

of Andover (receiving at least one paycheck in a 30-day period). Once an employee 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 an employee for continuous service and active employment with the Town of Andover.

17.2.7 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 increments.

17.2.8 An employee who has been advised in writing by his department head or 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.

17.2.9 In order to be paid for sick leave, an employee shall notify his department head, immediate supervisor, or the Town Manager at least one (1) hour before the appointed time for the employee to enter on duty unless otherwise specified by the department head.

17.2.10 Abuse of the sick leave privilege shall be considered as sufficient cause for disciplinary action against an employee, including suspension, fine, demotion, reprimand, the assignment of additional work, or dismissal.

17.2.11 The Town reserves the right to have its own physician examine employees on sick leave to ascertain the extent of the employee's illness.

17.2.12 Any employee transferring between the School Department and the Town of Andover, or vice versa, will receive credit for sick leave; and any balance in the appropriate accounts will be carried forward.

17.2.13 Should an employee terminate service with the Town of Andover, receive a terminal leave payment, and subsequently become re-employed with the Town of Andover, said employee shall begin with a balance of zero accrued sick leave days.

17.2.14 If an employee uses more than six (6) unexcused sick leave days (without a doctor's note or approval of the Department Head) at any time while receiving 15% Additional Longevity Pay, then the Additional Longevity Pay will immediately cease and the employee shall not be entitled to any further longevity pay thereafter.

From Agreement ending 6/30/2010:

17.2.15 AIEA members who have a balance of 85 or more Sick Leave days, or who have a minimum of 20 years of continuous service, may convert up to 5 sick days to Vacation Leave at the beginning of each anniversary year. This converted Vacation Leave must be used within

six months of the employee's anniversary date.

From Agreement ending 6/30/2010:

17.2.16 AIEA members with 20+ years of service and a Sick Leave balance of at least 120 days as of December 1<sup>st</sup> of each year shall be eligible to sell-back one week (5 days) of their accumulated Sick Leave at their current rate of pay in effect as of the first payroll in January. Participating members may elect to receive their Sick Leave sell-back payment in cash or have it deposited into their 457 retirement plan. Payments or deposits will be made in January.

AIEA members who participate in this Sick Leave sell-back shall have their eligible terminal leave permanently reduced on a one-for-one basis for each week (5 days) sold back. (See Section 17.12.4)

17.3 Parenting Leave:

17.3.1 Maternity Leave: A female employee who intends to return to work and who provides at least a two-week advance written request for maternity leave to the Town Manager shall be entitled to up to eight (8) weeks leave of absence chargeable to accumulated sick leave to the extent that such employee has accumulated sick leave.

17.3.2 Child Rearing Leave: A female employee who intends to return to work and who provides at least a two-week advance written request for an extension to maternity leave for the purposes of child rearing may be conferred an additional leave of absence by the Town Manager for such period as the Town Manager may deem appropriate. Child rearing leave shall be chargeable to accumulated sick leave to the extent that such employee has such accumulated leave available.

17.3.3 Employees 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; however, once an employee under the provisions of Section 17.3. no longer goes on compensated leave, she shall no longer continue to accumulate benefits during the period of such uncompensated leave. Upon returning to work the employee shall again resume the accumulation of benefits. So long as the employee's total uncompensated absence from work does not exceed thirty (30) calendar days, such absence from work shall not be treated as a break in service interrupting the accumulation of longevity.

From Agreement ending 6/30/1998

17.3.4 Paternity Leave: Male employees will be allowed to charge a maximum of two weeks of sick leave for use as paternity leave.

17.4 Military Leave:

17.4.1 Entering Service: Regular employees entering the active military service of the United States during a national emergency through induction or enlistment, or at any time when inducted into the

military service under the provisions of the Selective Service Act, or by other order of the United States Government, shall be granted a leave of absence without pay to extend for ninety (90) days beyond the date of termination of active military service.

17.4.2 Return of Employee from Military Induction Leave: At or prior to the expiration of the military leave of absence, each regular employee shall inform the Town Manager in writing of his willingness and ability to return to Town employment and produce evidence of his honorable release from military service. In the event of the reinstatement of an employee who has been on military induction leave, he shall be given the position occupied by the last person employed in his classification.

17.4.3 Military Service Defined: The term "military service" as used herein shall include the Army, Navy, Air Force, Marine Corps, Coast Guard, the United States Public Health Service or other form of national service approved by the United States Government in lieu of military service as well as all auxiliary branches of said services in which either men or women shall be called to serve, but shall not include service as civilian employees of the services. The term "national emergency" as used herein shall exist such period as designated by the President of the United States or the United States Congress.

17.4.4 Military Training Leave: Permanent employees having completed their initial probationary period who are members of the National Guard or organized military reserves of the United States and who are ordered to attend training camp shall be allowed two (2) weeks' leave for attending such training sessions with the Town paying the difference between his military pay and his regular pay. Such military training leave shall not be deducted from annual leave.

#### 17.5 Personal Leave:

From Agreements ending 6/30/1998 & 6/30/2007

17.5.1 In each fiscal year, benefited Independent Employees shall be allowed two (2) non-accumulating personal leave days as an independent benefit. All personal days shall be prorated proportionally for part-time employees. Personal leave may be used only upon approval of the department head and shall, whenever possible, be requested not later than twenty-four (24) hours immediately preceding the time when an employee is expected to report to work. Personal leave may be taken in  $\frac{1}{4}$  day increments. Note: there is no longer a personal day charged to sick leave. All personal days must be used within twelve (12) months of allotment.

17.5.2 Personal Leave for Perfect Attendance: All benefited Independent Employees will be awarded 1 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, Personal and Comp Time shall not be counted against perfect attendance. Also, sick leave used for bereavement leave shall not be

counted against perfect attendance. Personal Days for Perfect Attendance must be taken within six months of being earned. These personal days are prorated proportionally for part-time employees.

17.6 Special Leave:

From Agreement ending 6/30/2005

17.6.1 In addition to the leaves authorized above, the department head may authorize an employee to be absent from work without pay for personal reasons for a period or periods not to exceed twenty (20) working days in any calendar year.

17.6.2 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 employee and which will benefit the employee and the Town service; urgent personal business requiring the employee's attention for an extended 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.

17.7 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.

17.8 Jury Duty: An employee 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.

17.9 Absence Without Leave: An employee who is absent from duty shall report the reason therefore to his supervisor prior to the date of absence when possible and in no case later than noon on the first day of absence. All unauthorized and unreported absences shall be considered absence without leave and deduction of pay shall be made for the period of absence. Those absences may be made the grounds for disciplinary action. Any employee who is absent from work without notifying his department head and without receiving approval for an absence without leave from the department head or Town Manager for a period of ten (10) consecutive working days shall be considered to have resigned and shall be terminated as an employee of the Town of Andover. Such termination shall be treated as termination for cause.

17.10 Injury Leave:

17.10.1 Notification of Accident or Injury: As soon as possible immediately following an accident or injury an employee 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", copies of which are available from each department head.

17.10.2 Injury leave, as distinguished from sick leave, shall mean paid leave given to an employee due to absence from duty caused by an accident, illness, or other injury which occurred while the employee was performing his duties, and attributable thereto and covered by Workmen's Compensation insurance.

17.10.3 All payments shall be made concerning injury leave 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 employee.

17.10.4 If an employee who is absent from work due to job connected accident, illness, or injury covered by Workmen's Compensation insurance, willfully fails to fill all of the conditions necessary to receive compensation benefits, he shall not be entitled to payment of any additional benefits for the injury leave from the Town until such conditions have been fulfilled.

From memo dated August 3, 1987

In order for a Town Employee to receive benefits under the Worker's Compensation Law it is Mandatory that an Injury report be sent to the Office of Insurance Coordination within 24 hours of Injury. All medical bills are to be turned in to the Office of Insurance Coordination to be forwarded to the insurance carrier. In the event the employee is out five (5) working days, the Office of Insurance Coordination must be notified.

17.10.5 Employees 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 employee's regular compensation for such period chargeable to sick leave.

17.10.6 Sick Leave Reimbursement: Once it has been determined by the Town's workmen's compensation insurance carrier that the employee is entitled to workmen's compensation and upon immediate receipt of payment for benefits due from the insurance carrier by the employee, the employee shall immediately reimburse the Town through the office of the Town Accountant for payments made by the Town to the employee charged to sick leave. Upon receipt of payment by the Town from the employee of such sick leave reimbursement as may be due, the employee shall have such accumulated sick leave restored as may be due the employee. Failure on the part of the employee to immediately reimburse the Town as provided for under this section shall be considered grounds for disciplinary and such other legal action as may be appropriate.

17.10.7 Non-accumulation of Benefits: Once an employee is no longer on the active payroll of the Town, the employee shall no longer accumulate sick leave, vacation leave, holidays or other compensation or benefits as provided for by this personnel plan even though he may continue to receive workmen's compensation payments and be considered an employee of the Town. In order to continue to accumulate benefits as provided for under the terms of this personnel plan an employee must continue to receive a payroll check from the Town of Andover.

From Agreement ending 6/30/2001

17.10.8 Non-benefitted Employees: In the case of an on the job injury (job related accident, illness or injury normally covered by Worker's Compensation) which causes temporary disability for less than the Worker's Compensation waiting period (5 days), the Town will pay a non-benefitted employee's regular compensation for such period (maximum 5 days). The Town reserves the right to require a doctor's note for an absence in excess of two (2) days during injury leave.

From Agreements ending 6/30/1998 & 6/30/2007

17.11 Bereavement Leave: In the event of a death in the immediate family of a benefited Independent Employee, he/she shall be entitled to up to five (5) days of leave without loss of pay for the purpose of making necessary arrangements for and to attend funeral or memorial services or handle other matters of 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 and sisters, mother-in-law and father-in-law, grandparents, grandchildren and anyone residing permanently in the employee's household.

In the case of the death of a brother-in-law or sister-in-law, the Independent Employee shall be entitled to two (2) days off without loss of pay in order to attend the funeral or memorial services.

In the case of other deaths not covered above, the employee is allowed to charge up to three (3) days per fiscal year to sick leave in order to attend funeral or memorial services. These days could be used in ¼ day increments with reasonable discretion. This use of sick leave for funeral or memorial services shall not be used when calculating the Personal Leave for Perfect Attendance. Department head approval is required but not to be unreasonably withheld.

The Town Manager shall have the discretion to grant additional bereavement days and/or use of sick leave for bereavement under unusual circumstances.

17.12 Terminal Leave:

From Agreement ending 6/30/1998

17.12.1 An Independent Employee 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 as per the "Terminal Leave Chart", 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 above formula, regardless of retirement eligibility.

From Agreement ending 6/30/2001

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.

From Agreement ending 6/30/1998

e. The maximum number of days allowed for terminal leave is 120 work days at 24 years of service.

From Agreement ending 6/30/2010

f. A day's pay for terminal leave calculation shall be calculated as:

$$\text{Daily rate} = \text{weekly pay} / 5$$

For employees hired prior to November 1, 2008:  
Terminal leave payment =  
daily rate X sick leave days allowed

For employees hired on or after November 1, 2008:  
Terminal leave payment =  
daily rate X 0.75 (75%) X sick leave days allowed

g. In the case of a part-time employee, the regular full time weekly pay for that grade shall be used to calculate terminal leave:

$$\text{Daily rate} = \text{full time weekly rate} / 5$$

For employees hired prior to November 1, 2008:  
Terminal leave payment =  
daily rate X (Sick leave hours/7.25)

For employees hired on or after November 1, 2008:  
Terminal leave payment =  
daily rate X 0.75 (75%) X (Sick leave hours/7.25)

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

Employees with other service must work for the Town for 2 years before being eligible for retirement from the Town of Andover.

17.12.2 Upon cessation of active employment, the employee shall not accumulate sick leave, vacation, holidays, or any other benefits provided for under this personnel plan.

17.12.3 Sick leave buy-back, bonuses, overtime, severance pay and early retirement incentives shall not be included in the calculation of pension benefits.

From Agreement ending 6/30/2010:

17.12.4 AIEA members who participate in the Sick Leave sell-back described in Section 17.2.16 shall have their eligible terminal leave permanently reduced on a one-for-one basis for each week (5 days) sold back.

17.13 Changes in Employment Status:

From Ken Mahony memo dated July 31, 1985

17.13.1 Permanent part-time employees who are subsequently appointed to full-time positions shall be eligible for the full credit of vacation leave and longevity payment based upon years of service from

their original appointment date.

From Tony Torrisi memo dated June 13, 1986

17.13.2 Temporary employees who subsequently become permanent employees with no break in service shall be entitled to vacation and longevity benefits based upon date of original appointment. No retroactive payments shall be made.

From undated Ken Mahony memo to Dr. Seifert and Union Presidents

17.13.3 Any employee transferring between the School Department and the Town of Andover, or vice versa, will receive credit for vacation leave; and any balance in the appropriate accounts will be carried forward. Longevity within a department for choosing vacation or shift assignment will be considered only based upon service within that department.

#### **XVIII. CONDUCT OF EMPLOYEES:**

##### 18.1 Prohibition of Discrimination:

18.1.1. No person 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. Any such action shall be taken wholly without favoritism or discrimination and on no basis other than provided for herein.

18.1.2 No person 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 any such position, for the purpose of influencing the vote or political action of any person.

##### 18.2 Outside Employment:

18.2.1 Employees of the Town may take occasional or part-time jobs if, in the opinion of their department head, there is no conflict with working hours, the employee's proficiency in his work, or conflict with the interests of the Town. The employee must obtain approval from his department head before accepting any outside employment. The department head must notify the Town Manager, setting forth the nature of the outside work and the amount of time that will be devoted to outside employment.

18.2.2 Employees 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.

18.3 Attendance at Work: An employee shall be in attendance for work

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

18.4 Pecuniary Interests: No officer or employee 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 an employee.

18.5 Improper Acts Prohibited:

18.5.1 No person shall willfully or corruptly make any false statements, certificate mark, rating, or report in regard to any test, certification, or appointment held or made under the personnel provisions of these rules and regulations or in any manner commit or attempt to commit any fraud preventing the impartial execution of such personnel provisions or the rules and regulations made thereunder.

18.5.2 No person seeking appointment to, or promotion in, the classified service shall either directly or indirectly give, promise, render, or pay any money, service, or other valuable thing to any person for, on account of, or in connection with this test, appointment, proposed appointment, promotion, or proposed promotion.

18.5.3 No employee of the Town or other person shall defeat, deceive, or obstruct any person in his right to examination, eligibility, certification, or appointment under these rules or furnish to any person any special or secret information for the purposes of affecting the rights or prospects of any person with respect to employment in the classified service.

**XIX. EMPLOYEE PERFORMANCE:**

19.1 Performance Appraisal: The Town Manager shall, in cooperation with department heads and others, develop and adopt a system of appraising the performance of employees in the classified service for purposes of employee development and improving work performance.

From Agreement ending 6/30/1998

The AIEA shall be allowed to have its chairperson or designee as a member of any committee (or any group that acts in such a capacity) which is formed to develop and implement a performance evaluation for AIEA members.

19.2 Programs to Improve Efficiency of Employees: The Town Manager shall cooperate with department heads in developing and promoting programs for employee training, safety, morale, work motivation, health, counseling, and welfare. The Town Manager shall prescribe or approve procedures for resolving employee grievances and complaints,

within the provisions of Rule 16.

**XX. RECORDS AND REPORTS:**

20.1 Personnel Forms: The Town Manager shall prescribe personnel forms which department heads shall use to properly maintain all employee records and record and report all personnel actions and status changes. The Town Manager shall inform the department heads which personnel actions and status changes must be reported to him.

20.2 Leave Records: The Town Manager shall install and maintain a leave record showing for each Town employee (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.

20.3 Official Roster: The Town Manager shall prepare and maintain a record of all employees showing for each employee his name, address, title of position, salary rate, changes in status, transfer, sick leave, and annual leave and other pertinent data.

20.4 Personnel Records: Except as otherwise provided for by law all personnel records shall be considered confidential and shall be accessible only to persons authorized by the Town Manager or by the employee and his authorized representatives. Personnel records shall be available for examination only during normal working hours.

20.5 Accident or Injury Reports: Should an employee be injured during working hours or otherwise in the performance of his official duties be injured, no matter how slight, he or she shall as soon as possible thereafter complete a "PERSONAL INJURY REPORT" and Massachusetts Division of Industrial Accidents "Standard Form For Employer's First Report of Injury", both in triplicate. Both reports shall be submitted to the employee's department head or to the Town's Purchasing Agent and Risk Manager. Failure to complete these reports on a timely basis may be cause for disciplinary action and/or preclude the employee's rights to injury benefits provided for by this personnel plan or law.

**XXI. RETIREMENT:**

21.1 All permanent employees who regularly work twenty (20) hours or more per week may join the Massachusetts Contributory Retirement System. Full-time employees are required to join the Contributory Retirement System. All benefits for employees who join the retirement system shall be governed by Chapter 32 of the Massachusetts General Laws.

21.2 All employees in the classified service covered by pension programs of the Town of Andover shall be eligible for retirement and shall be retired in accordance with the rules and regulations established under the statutes establishing such pension plans.

**XXII. HEALTH INSURANCE AND OTHER RELATED PLANS:**

22.1 Health Insurance:

22.1.1 Effective January 1, 1979, the Town shall provide health insurance coverage (Blue Cross/Blue Shield Master Medical or equivalent or improved plan) for the employee as a single individual or for the employee and his family if the employee is the head of household or major wage earner. The Town shall pay sixty-five (65%) per cent and the employee shall have deducted from his wages thirty-five (35%) per cent of the total premium cost for the plan in which the employee is enrolled.

From memo dated 12/18/1989

22.1.2. The Town will deduct medical insurance premiums before taxes rather than after taxes.

From Agreement ending 6/30/2010

22.1.3 The health insurance co-payments for employees subscribing to HMO New England 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\*. The two co-pays for Out-patient/Surgical Day Care\* and In-patient\* will be reimbursed by the Town via a Health Reimbursement Arrangement. Prescription co-payments shall be \$10.00 for Generic; \$25.00 for Preferred; and \$45 for Non-preferred.

From 1990 "Town of Andover Benefit Announcement"

22.2.1 A voluntary Vision and Dental program will be offered to all permanent employees.

From Agreement ending 6/30/2001

22.2.2 The town shall make every effort to provide a more comprehensive dental plan. This shall include potentially better benefits and/or lower premiums. The Town will solicit dental proposals which do not include a Town contribution to dental premiums.

From Agreement ending 6/30/1998

22.3 Flexible Spending Plan: The Town will provide all Independent Employees 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.

From Agreement ending 6/30/2010

Effective January 1, 2009, AIEA members may elect to have up to \$4800

per year withheld from their paychecks for the Town's Flexible Spending Account (FSA) for health-related expenses and up to the IRS limit for dependent care expenses (currently \$5000).

The Town shall incur the annual cost of providing a prepaid benefits card to each interested AIEA member who participates in the Town's FSA.

From Agreement ending 6/30/2007

22.4 Health Insurance Meetings: The Town Manager shall have a public informational meeting with public officials and other concerned parties providing details about Section 19 - "Coalition Bargaining" by July 1, 2006. Quarterly meetings concerning health insurance shall be held with the AIEA.

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

### **XXIII. TRAINING:**

23.1 Responsibility and Purpose: It shall be the responsibility of the Town Manager to foster and promote a training program to improve the effectiveness of services rendered to the Town by Town employees. The Town Manager, at his discretion, may select qualified people to aid him in design and implementation of this program.

From Agreement ending 6/30/2005

Training/Mentor Program: A subcommittee comprised of AIEA members, the Human Resources Director, and other applicable personnel shall meet to formalize a program, which shall be used to offer AIEA employees the opportunity for training and mentorship. This subcommittee shall research existing programs, evaluate AIEA training/mentorship needs and create a proposal for review by the full negotiation team by March 1, 2004.

From Agreement ending 6/30/2007

The Town is agreeable to working with the AIEA on an ongoing basis in developing periodic employee training and development programs, and towards developing a pilot mentoring program.

The Town shall draft a three-year training program proposal and will present it to the AIEA by July 1, 2006. A mentor program proposal shall also be drafted and presented to the AIEA by July 1, 2006.

23.2 Administration Of The Employee Training Program:  
The Town Manager shall:

23.2.1 Establish standards for training programs.

23.2.2 See that the program is properly executed.

23.2.3 Provide assistance to Department Heads in developing and conducting training.

23.2.4 Develop supervisory and management training; and, if possible, assist prospective employees to acquire training.

23.2.5 Provide assistance to Department Heads in establishing standards of performance and procedure for evaluating employee performance.

23.2.6 Keep records of such activities.

### 23.3 Communication - Training Needs:

Communication is essential in developing common goals and interests between supervisors and employees. Contact between supervisors and the Town Manager's Office will be maintained. Department Heads are responsible for keeping up to date on new training techniques and will keep the Town Manager informed of such.

### 23.4 Educational Programs:

#### From Agreement Ending 6/30/2001

#### 23.4.1 Ed Incentive:

AIEA members who receive a degree after July 1, 1998 while employed by the Town will receive a one-time payment as follows:

\$500 for an Associates,  
\$750 for a Bachelors,  
\$1,000 for a Masters.

#### 23.4.2 Tuition Reimbursement:

The Town will reimburse AIEA members up to the following amounts for courses completed after July 1, 1999 while employed by the Town:

\$3,000 per fiscal year - Undergraduate courses  
\$5,000 per fiscal year - Graduate courses  
\$100 expense stipend per course

#### From Agreement ending 6/30/2005

### 23.5 Emergency Response Courses:

23.5.1 Required Courses: The Town shall provide the opportunity for the Animal Control Officer (and any other AIEA member whose job requires any or all of these certifications) to participate in CPR classes, 1<sup>st</sup> Responder classes and defib classes in order to obtain/maintain certification. All required classes will be free of charge and at a location and schedule to be arranged by the department head. These classes shall be held during a regularly scheduled workday. No additional compensation will be paid to attend

these classes.

From Agreement ending 6/30/1998

23.5.2 CPR Classes for Additional Employees: The Town shall provide the opportunity for all interested Independent Employees to participate in CPR classes in order to obtain/maintain certification. These classes shall be offered at least annually, provided there is sufficient interest. There will be no charge to the employee, but it is not expected nor required that the class be provided on work time. No additional compensation will be paid to attend these classes.

From Agreement ending 6/30/1998

23.6 Non-credit/Professional Courses: Employees' participation in professional growth courses, seminars, workshops, conferences, etc. is encouraged. Funding for these activities is available through departmental budgets. Department heads are encouraged to allow their employees to take advantage of these opportunities.

#### **XXIV. PARKING:**

24.1 The Town shall endeavor to provide parking convenient to the employees regular work location; however, the Town does not guarantee that free or convenient parking will be available to employees.

#### **XXV. SPECIAL ALLOWANCES:**

25.1.1 Allowance for the Use of Privately-owned Vehicles on Town Business: Generally employees 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 to time 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.

25.1.2 Employees who must regularly use their private vehicles in the performance of their work shall be compensated in accordance with a separate schedule identified as Appendix .

From Agreement ending 6/30/1998

25.1.3 Employees predetermined to earn a car allowance shall be governed under the following guidelines:

- a) the calculated annual allowance shall be paid in monthly amounts
- b) the monthly amounts shall be paid as long as the employee is on the active payroll during that month (allows paid leave)
- c) It should be understood that this is an annual allowance for use of a private vehicle for town business, not a reimbursement.

This allowance does not affect the other portion paid to these predetermined employees and other employees, which is considered a mileage reimbursement.

25.2 Allowances for Loss of Personal Belongings in Service-connected Accident: When an employee 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 Personal Property Replacement Request 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.

From Agreement ending 6/30/2002

25.3 Reimbursement of work associated costs: Employees are eligible for reimbursement for all costs associated with addressing work issues to include mileage reimbursement (if own vehicle) and private phone/communication charges.

From Agreement ending 6/30/2005  
Revised for Agreement ending 6/30/2010

25.4 Uniform Allowance: If an AIEA member is required to wear a uniform, the department will budget \$500 annually for each of those employees working indoors and \$1000 annually for each of those employees working outdoors. Members may order uniform clothing from department approved uniform vendors, or provide purchase receipts from other commercial clothing stores.

From Agreement ending 6/30/2005

25.5 One time benefit for employees employed prior to July 1, 2002:

1) Limited Vacation Sell Back in FY2004

Each employee shall be eligible to sell back a set number of vacation days (between 3 and 4, number to be determined based on available funds) during fiscal year 2004. In order to be able to participate, the employee shall:

- a) Have been hired as a benefited employee prior to July 1, 2002
- b) Have the set number of days of accrued vacation time as of April 1, 2004

All participating employees shall receive vacation sell back monies prior to April 1, 2004.

Benefited part-time employees who choose to participate shall have this benefit administered proportionately based on budgeted hours.

2) Employees Not Participating in Limited Vacation Sell Back

Any AIEA employee hired as a benefited employee prior to July 1, 2002

who chooses not to participate in vacation sell back may use the equivalent number of days offered above (in vacation sell back) as time off with pay. These days must be used prior to December 31, 2004 and can be used in increments as small as ¼ day.

This benefit shall also be proportionate for benefited part-time employees.

Any employee who participates in the vacation sell back program above is not eligible for this benefit.

**XXVI. COLA INCREASES FOR AGREEMENT PERIOD:**

From Agreement ending 6/30/2010

26.1 Cost-of-Living Increases: The following cost-of-living increases shall be given (including retroactive pays):

FY08	Pay increase effective July 1, 2007	1.5%
FY09	Pay increase effective July 1, 2008	1.5%
	Pay increase effective January 1, 2009	2.0%
FY10	Pay increase effective July 1, 2009	1.5%
	Pay increase effective January 1, 2010	2.0%

The July 1, 2007 and July 1, 2008 increases will be processed as soon as administratively possible after the agreement is ratified and signed by both parties.

26.2 Negotiation for the subsequent contract shall commence starting July, 2009.

**XXVII. DURATION:**

27.1 This Agreement shall be effective as of July 1, 2007 and shall continue in full force and effect until and including June 30, 2010.

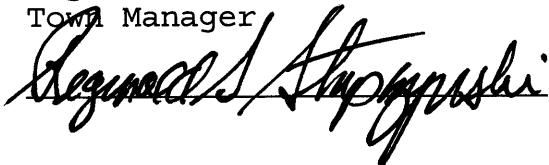
27.2 On or after July 1, 2009 either party may notify the other of its intention to commence bargaining for a successor agreement, and the parties shall proceed forthwith to bargain collectively with respect thereto.

27.3 After the expiration of this Agreement, its terms and conditions shall continue until a successor agreement is executed.


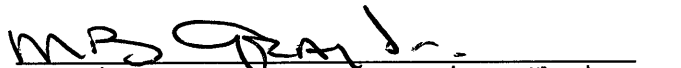
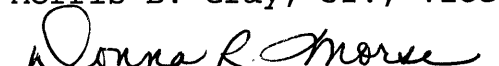
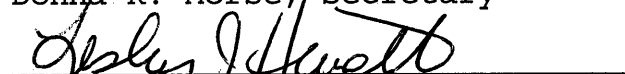
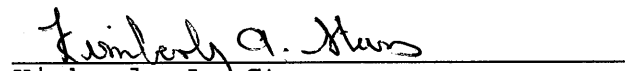
27.4 This Agreement represents the entire agreement between the two parties, and may not be reopened except by mutual agreement of both parties.

This Agreement is entered into this 31st day of October, 2008.

Reginald S. Stapczynski,  
Town Manager



Andover Independent  
Employees Association  
Negotiation Team

  
Barbara D. Morache, Chairman  
Morris B. Gray, Jr., Vice Chairman  
Donna R. Morse, Secretary  
Lesley J. Hewett  
Kimberly A. Stamas  
Arthur G. Martineau III