



**AGREEMENT**

**between the**

**TOWN OF ANDOVER**

**and the**

**ANDOVER INDEPENDENT EMPLOYEES ASSOCIATION**

**July 1, 2016 - June 30, 2019**

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**TOWN OF ANDOVER  
MASSACHUSETTS**

**Collective Bargaining Agreement  
Between  
Town of Andover  
And  
Andover Independent Employees Association**

**Effective July 1, 2016 - June 30, 2019**

**Preamble:**

This agreement entered into by the Town of Andover, herein after referred to as the Employer and the Andover Independent Employees Association, AIEA, herein after referred to as the Association, has as its purpose the promotion of fair and harmonious relations between the Employer and the Association, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of employment and other negotiated terms and conditions of employment.

**Article 1: Recognition**

The Employer recognizes the Association as the sole and exclusive bargaining agent for the purposes of establishing salaries, wages, hour of employment, and other terms and conditions of employment for all non-union full and part-time employees of the general government, library, the Municipal Services Department, excluding all AFSCME members, the civilian employees of the Police and Fire Departments, the Information Technology employees, except that the Town Department Heads and the Executive Assistant to the Town Manager shall be excluded from this agreement.

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

**Article 2: Management Rights and Responsibilities**

This agreement shall be administered by the Town Manager and his/her designees in conformity with the provisions of state and federal law and the Town Charter.

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.

### **Article 3: No Strikes**

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

### **Article 4: Association Dues/ Agency Service Fee**

#### Payroll Deductions for Association Dues and Fees

- 4.1 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 Association treasurer within thirty (30) days after the month in which dues are deducted.
  
- 4.2 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 Association 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.

### **Article 5: Association Rights and Responsibilities**

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

- 5.1 It is the responsibility of Association members to understand and observe the terms and conditions of employment outlined herein.
- 5.2 This agreement shall cover all full and part-time permanent and temporary employees.

**Article 6: Work Day and Year**

- 6.1 Association members are required to work the scheduled number of hours in a work day as defined by individual department work schedules as defined below:

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 ¼ hours per week). The Community Development and Planning Division has variable hours between 7:00 a.m. and 5:00 p.m. with a 45-minute unpaid lunch break.

Community Services Department: The work week for employees in the Community Services Department shall be a regular five-day schedule of hours Monday through Friday, for a total 36.25 hours per week between 7:30 a.m. and 5:00 p.m., with a 45-minute unpaid lunch break. Hours may be extended or shifted to include evenings or Saturdays at the discretion of the Department Head. Association members employed before January 1, 2017 shall not have their regular work hours changed, however they may be asked to work Saturdays or evenings on a volunteer basis.

Memorial Hall Library: The regular work week for Library employees shall be 37 ½ 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.

All Association Library Employees who work on Sunday shall be paid at the rate of time and one half (1 ½) for the hours worked on Sunday.

Municipal Services: The regular work week for employees in the Municipal Services Department 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 ¼ hours per week).

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 ¼ 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 ½ 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.

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 ¼ hours per week).

Information Technology: The regular work week for Information Technology employees 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 ¼ hours per week).

- 6.2 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.
- 6.3 Whenever practical and with Department and Division Head approval based on operating requirements, flex time may be implemented for Association members. Association members working flex time are required to work their specified number of hours per week.

## **Article 7: Compensation and Classification**

### 7.1 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. See Appendix A.

The class lists and class specifications shall be maintained by the Town Manager or his designee to properly reflect the current duties, responsibilities and qualifications requirements of the class of positions within the Town.

The Town Manager or his designed shall analyze the duties and responsibilities of each new position as it is created and, on the basis of this analysis, render a decision with respect to the position's appropriate classification.

Whenever a significant change is made in the duties and responsibilities of a position either involving 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 appropriate department head. The Town Manager or his designee shall investigate such changes and, if they are permanent and call for reclassification, he shall cause the position to be allocated to the appropriate class.

### 7.2 Reasonably-related duties:

Notwithstanding the information contained in the job description, 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.



### 7.3 Performing Higher Grade Duties:

When an Association 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.

### 7.4 Classification Review Procedure

1. A reclassification may be necessary to ensure that a job description accurately reflects the duties that are required of a position. Reclassifications are strictly about the position, not about the person in the position. When an incumbent acquires new skills or training, although it is a benefit to the organization, it does not necessarily mean that their job should be reclassified to match these new skills. Also, the reclassification process is not intended to provide additional compensation to an incumbent based on performance. A Department Head may request the reclassification of an employee's job description upon a restructuring or reorganizing of the work of the employee's job. Notification of such change, accompanied by a draft job description showing changes in the job duties will be made to the Director of Human Resources between December 1st and January 3rd for any changes proposed for the upcoming fiscal year.
2. An Independent Employee may request to have the classification of their position reviewed by their Department Head when they feel their duties and responsibilities have changed significantly.
3. The Town Manager has the right, at his discretion, to consider reclassifications received after January 3rd; the Town Manager's decision to exercise or not exercise such discretion shall not be subject to the grievance and arbitration process, and the Town Manager's decision to consider a reclassification shall not create a practice or establish any precedent.
4. A reclassification form must be attached to the revised job description. This form is available in the Human Resources Department and 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 Department Head, along with a confidential letter of recommendation supporting or disapproving the request. The draft job description, form, and the confidential management letter will be sent to the Director of Human Resources. Please note, changes in duties must be significant and substantial. Adding similar level duties to a job description does not change the classification.

5. Within ten working days of receiving such a request, the Director of Human Resources will schedule a meeting date to discuss the merits of the request. In attendance at this meeting will be the Town Manager and/or his designee, the Department Head, Division Head, and the Director of Human Resources. The Department Head may request the attendance of the employee. Information from other representatives may be considered but only those previously listed in this paragraph shall attend the meeting.
6. Once the meeting has occurred, and all necessary information has been provided by the department seeking a reclassification, a written decision to the Department Head and the employee will be provided within ten working days. For all submissions received by January 3<sup>rd</sup> a decision will be provided not later than March 1<sup>st</sup>. If it is determined a classification change is necessary, then a new job description will be issued to replace the current job description. If a classification change is not necessary, then the new duties and responsibilities will be added as an addendum to the existing job description.
7. Any changes to job descriptions or new job descriptions shall be provided electronically to the Association before they are finalized and made official. The Association shall be notified of all reclassifications immediately upon approval.
8. The Town Manager's decision whether or not to reclassify a position shall not be subject to the grievance and arbitration process, and the Town Manager's decision to reclassify shall not create a practice or establish any precedent.

7.5 Pay Schedules:

The pay of Association members occupying positions covered by this Agreement shall be enumerated on schedules detailing the annual salary and/or hourly rates as prescribed herein for the respective classes of positions listed in Appendix B.

7.6 Adjustment of the Compensation Plan:

The annual, hourly and weekly rates for different classes of positions which are prescribed in this Agreement shall be changed only by collective bargaining.

7.7 Non-Exempt and Exempt Positions:

The annual pay rates prescribed herein are based on full-time employment at normal working hours for the respective classes of positions, provided however, that the salaries of 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 7.8.

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

7.8 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.

7.9 Compensation 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.

7.10 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.

7.11 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. An employee's salary may be advanced to the higher rates within the range as recommended by the Department or Division Head and approved by the Town Manager based upon 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.

- 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.

7.12 Recommendations for Salary Advancement within Range:

The Department or Division Head 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.

7.13 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 or division head and approved by the Town Manager.

7.14 Longevity:

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

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

7.16 Part-time Association employees who are subsequently appointed to benefitted positions shall be eligible for the pro-rated credit of vacation leave and longevity payment based upon years of service from their original appointment date. Former part-time Association members appointed into benefitted positions before July 1, 2017 shall be eligible for the full credit of vacation leave and longevity payment based upon years of service with no pro-rating.

7.17 15% Additional Longevity Pay:

All Association 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.

Should an AEIA member hired before November 1, 2008 die unexpectedly and thus forfeit the opportunity to apply for the additional 15% Longevity Pay, such longevity payment will be awarded to the employee's beneficiary designated by him/her for such purpose based on the salary earned during the employee's last six months of service.

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

7.18 Requirements as to Continuity of Service:

Service requirements for advancement within pay ranges and for other purposes as specified in this agreement 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 there from.

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.

7.19 Extra Assignments

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

Parking Clerk  
Phone Coordinator  
Snow Dispatcher  
One (1) Road Ranger  
Matrons  
Two (2) Snow Plow Drivers

The stipend which is paid for performing the assignment of Phone Coordinator shall terminate effective July 1, 2017.

The stipend that is paid for performing the assignment of Parking Clerk shall terminate upon the retirement or termination of employment of the employee holding the assignment on the date of execution of this Memorandum of Agreement. At such time, the assignment will be reevaluated.

The employee performing the assignment of Snow Dispatcher shall be required to use vacation time if the Town Offices are officially open when he is required to perform his duties in such assignment. The snow season runs from October 1<sup>st</sup> to May 31<sup>st</sup>. The stipend which is paid for performing the assignment of Snow Dispatcher shall terminate upon the surrender of the assignment, retirement, or termination of employment of the employee holding that assignment on the date of execution of the Memorandum of Agreement. At such time, the assignment will be reevaluated.

The employee performing the assignment of Road Ranger shall be required to use vacation time if the Town Offices are officially open when he is required to perform his duties in such assignment. The snow season runs from October 1<sup>st</sup> to May 31<sup>st</sup>. The stipend which is paid for performing the assignment of Road Ranger shall terminate upon the surrender of the assignment, retirement, or termination of employment of the employee holding that assignment on the date of execution of the Memorandum of Agreement. At such time, the assignment will be reevaluated.

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

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  
Secretary to the Board of Selectmen  
Secretary to the Design Advisory Board

#### **ARTICLE 8: OVERTIME WORK:**

8.1 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.

- 8.2 Overtime Pay for Non-exempt Employees: Non-exempt employees shall be paid at one and one-half times the regular rate for any hours worked beyond 36 ¼ per week (or the regular full-time hours for that position) when authorized in accordance with 8.1 above, or compensatory time off at the rate of one and ½ hour off for each hour worked. The choice of receiving overtime pay versus compensatory time shall be at the employee's discretion. In the case of compensatory time, 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.
- 8.3 A four-hour minimum shall be paid to non-exempt employees for call-ins, which are separate from immediately extending the regular work day, including scheduled events such as court time, weekend/holiday work, night events, etc. The four hours shall be paid at overtime rates for full time employees and straight time or overtime for part-time employees based on hours worked that week.
- 8.4 Exempt Employees - Compensation Policy for Extraordinary Overtime Work
- a. 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.
  - b. 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.
  - c. 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.

- d. 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.
  4. 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.

#### 8.5 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.

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

### **ARTICLE 9: HOLIDAYS**

9.1 All benefited employees who work 20 hours or more per week shall receive their regular compensation for the following legal holidays or parts thereof. If an employee is required to work on any such holiday, such work shall be treated as overtime work.



- |                            |                             |
|----------------------------|-----------------------------|
| (1) New Year's Day         | (7) Labor Day               |
| (2) Martin Luther King Day | (8) Columbus Day            |
| (3) Washington's Birthday  | (9) Veterans' Day           |
| (4) Patriots' Day          | (10) Thanksgiving Day       |
| (5) Memorial Day           | (11) Day after Thanksgiving |
| (6) Independence Day       | (12) Christmas Day          |

9.2 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 proceeding such holiday or on his first regularly-scheduled work day following such holiday.

9.3 Half Day Floating Holiday: All Association members who work 20+ hours per week shall have one half day per fiscal year, to be taken either the day before 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 half day holiday may be used alternatively as a religious observance day at another time. For the purposes of Section 9.3 only, a half day will be equal to four (4) hours. Where scheduling does not permit all employees to be absent on the above mentioned days, a half day floating holiday may be taken during the holiday season with department head approval. The floating holiday can only be used in a half day increment.

9.4 Christmas Eve Afternoon: In each year where December 24<sup>th</sup> (Christmas Eve) falls during the normal Monday through Thursday work week, Association members 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.

**ARTICLE 10: RECRUITMENT AND EMPLOYMENT**

10.1 Recruitment: Individuals shall be recruited from residents of the Town of Andover or 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.

10.2 Internal Job Posting Policy: Any Association vacant or newly created position shall be posted internally for a period of 10 working days, when the Town wishes to fill the position. The internal posting shall include a job description and be posted in a conspicuous place. All qualified Association applicants shall be considered and given realistic feedback on their candidacy. Whenever feasible the Town shall seek to fill Association vacant or newly created positions from within the membership of the Association. Nothing in this internal posting policy shall prohibit nor require the Town to externally advertise the position during the internal posting period. The Association will be notified by Human Resources of any new Association job descriptions or changes in current job descriptions at least three (3) working days prior to posting or advertising the position. Human Resources will meet with the Association to discuss any reduction of grade or

hours, or any substantial changes of duties in Association job descriptions prior to posting or advertising the position.

10.3 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 Association representative to devise/review objectives and expectations of the temporary position as well as those desired to fill the permanent position.

10.4 Statements of Qualifications must be posted:

The statement of qualifications shall be clearly stated within every posting and is intended to be used as a guide in selecting candidates for interviews and and/or promotion, and for use in determining the relative value of positions in a specific class. Common alternative combinations of education, training or experience are specified in the job description, however, other combinations may be qualifying if deemed equivalent by the Town Manager.

10.5 Appendix A : Appendix A shall list positions classified as I- 4 through I-28. Department Heads and employees seeking a change in job description or classification should follow the procedure outlined in Section 7.4.

10.6 Acceptance of Applicants: Application for employment shall be accepted on-line for posted vacancies. Each candidate for municipal employment shall make application in the manner prescribed within the posting. Such information may be required as is deemed necessary in order to judge the applicant's fitness or ability.

10.7 References: As part of the 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.

10.8 Physical Examination: The Town Manager and/or his/her designee may request before employment or at any time during the course of employment, for good cause, that an objective examination and evaluation of an applicant's or employee's fitness for duty be certified by a medical doctor approved by the Town Manager. Such assessment is to ensure that the applicant or employee is suitable to safely 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.

## **ARTICLE 11: APPOINTMENTS, TRANSFERS, PROMOTIONS, DEMOTIONS, AND REINSTATEMENTS:**

11.1 Types of Appointments: The following types of appointments may be made to the Town service in conformity with this Agreement: full and part-time permanent, temporary or

emergency, or combinations of the foregoing.

The offer and acceptance of a position by a candidate either on a permanent or temporary full-time or part-time basis is considered official when the appointment is confirmed by the Board of Selectmen.

11.2 Permanent Employees: A permanent employee works on a continuing basis (indefinite).

11.3 Full-time Employees: A full-time employee shall be a permanent employee who works the normal work week of the department to which they are assigned and as defined in Article 6.

11.4 Part-time Employees: Part-time employees are employees who regularly work less than the normal work week as defined in Article 6. Part-time employees who regularly work less than twenty (20) hours per week are considered non-benefited employees.

11.5 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 or when the Town Manager requires services for a special job or project of limited duration.

11.6 Method of Filling Permanent, Full-Time, Part-time, and Temporary Vacancies: Vacancies within the bargaining unit shall be filled by appointment, reinstatement, transfer, or demotion. Whenever a Department or Division Head wishes to fill a vacancy, a requisition for an employee shall be submitted to the Town Manager in writing.

All applicants for a position shall be considered based on training, experience, references, and other relevant qualifications or performance comparisons.

11.7 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.

11.8 Transfers: Any employee in the Andover Independent Employee Association who has successfully completed his/her probationary period may transfer to the same or similar position in a different department without being subject to the probationary period. 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 and it is determined to be in the best interests of the Town.

Transferring an employee may involve additional training tailored to position. As long as the Town Manager determines the transfer to be in the best interest of the Town and the employee agrees to the transfer as an opportunity for enhanced professional development, the transfer shall satisfy the intent of the Collective Bargaining Agreement.

11.9 Promotion Policy: Vacancies in positions above the lowest rank in any category in the Andover Independent Employee Association 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 examination, interview, or assessment 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 affecting an increase in compensation.

11.10 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: when an employee would otherwise be laid off because his position is being abolished due to lack of work, lack of funds, or because of being displaced by a more senior employee's return to work from an authorized leave of absence. Nothing shall prohibit an employee from voluntarily requesting a transfer to a position in a lower classification.

11.11 Demotions: An employee may be demoted to a position of a lower grade and compensation when that employee does not possess the necessary qualifications to render or continue to render satisfactory service in the position which he holds.

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.

11.12 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. This is known as a reinstatement. Request for the approval of the action for reinstatement must be submitted to the Department Head and the Town Manager by letter, giving the name, title, salary, date of separation, date of proposed reinstatement, and cause of the vacancy which the reinstated employee will fill.

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.

Except that employees restored to active employment with the Town after approved military service shall be reinstated as if there were no break in service, but shall not accrue benefits for the time spent in active military service.

11.13 Medical Examinations: All Association members 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.

**ARTICLE 12. PROBATIONARY PERIOD:**

12.1 Nature, Duration and Purpose: The first twelve (12) months of service in a position to which an employee has been appointed, reemployed, or reinstated under the provisions of this Agreement shall constitute a probationary period. The first six (6) months of service in a position to which an Association member has been promoted under the provisions of this Agreement 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. Temporary service immediately prior to an appointment without break in service 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. It shall be the responsibility of the Department or Division Head to provide the Town Manager a statement in writing that the services of the probationary employee have or have not been performed satisfactorily and that he/she should or should not be retained in service.

12.2 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.

12.3 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.

**ARTICLE 13: LAYOFFS, SEPARATIONS AND DISCIPLINARY ACTIONS:**

13.1 General Provisions: Except as otherwise provided in this Agreement, the tenure of an employee with status shall continue during good behavior and the satisfactory performance of his duties.

13.2 Layoffs:

- a. Definitions: For the purpose of section 13.2 the following terms shall be defined as follows:

“Employee” – a person employed by the Town of Andover in an Association position.

“Position” – any, temporary, emergency, or permanent full or part-time position within the Association 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.).

13.3 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 Association may request an opportunity to discuss the impact of lay-offs on the bargaining unit, as well as to suggest any alternatives to avoiding Association lay-offs. A request by the Association for impact discussions shall not preclude the Town from sending written lay-off notices to affected employees.

13.4 Seniority: The order of lay-offs within the Association 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.

13.5 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 temporary 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 temporary or probationary employee provided the permanent employee is qualified.

13.6 Bumping Rights: If there are no vacant positions that the Town intends to fill, or 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.

**13.7 Notification:** 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.

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.

**13.8 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.

13.9 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.

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

13.11 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.

13.12 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.

13.13 Disciplinary Actions: Disciplinary action may include Suspension without Pay, Suspension with 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.

13.14 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.

13.15 Dismissals, Demotions and Suspensions:

- a. 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.

- b. 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 has violated any of the principles of the merit system or of this Agreement.
  - (3) The employee has been guilty of any conduct unbecoming an employee of the town, either on or off duty.
  - (4) The employee has violated any lawful official regulation or order or failed to obey any proper direction made and given by a supervisor.
  - (5) The employee has been under the influence of alcohol, drugs or other intoxicants while on duty.
  - (6) The employee has been guilty of insubordination or of disgraceful conduct, either on or off duty.
  - (7) The employee is offensive in his conduct or language in public, or towards the public, Town officials, or employees, either on or off duty.
  - (8) The employee is incompetent or inefficient in the performance of the duties of his position.
  - (9) The employee is careless or negligent with the moneys or other property of the Town.
  - (10) 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.
  - (11) 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.
  - (12) 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.

(13) The employee has engaged in outside business activities on Town time, or has used Town property for such activity.

(14) The employee has failed to maintain a satisfactory attendance record.

c. A non-probationary employee may appeal disciplinary actions under this section according to Article 14, Grievance and Arbitration Process.

d. A dismissed employee may be required to forfeit all non-compensable accrued leave.

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

13.17 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.

The period of notice may be reduced or waived upon recommendation of the Department Head.

13.18 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 Article 14 (Grievance and Arbitration) 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.

## **ARTICLE 14. GRIEVANCE - ARBITRATION**

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

14.2 Procedure. A grievance shall be processed in the following manner:

Step I. Grievances may be first presented by the employee and/or the Association representative to the employee's immediate supervisor (and/or Division Head) and an earnest effort shall be made within the next 48 hours to adjust the grievance in an informal manner.

Step II. If the grievance is not resolved in Step I, the grievance shall be reduced to

writing and presented to the Department Head within ten (10) days of the occurrence of the incident on which the grievance is based or when the employee first knew or should have known of the incident upon which the grievance is based. The Department Head or his designee may meet with the employee and/or union, within ten (10) days from the time the grievance is received to discuss and attempt to adjust the grievance; and he shall answer the grievance within seven (7) days after the meeting.

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

Step IV. If the grievance remains unresolved, the Association, and only the Association, shall within fifteen (15) days after the Step III answer is received or the date on which said answer is due, whichever first occurs, have the right to submit the matter to arbitration. Submission to arbitration shall be accomplished by mailing the grievance, postage prepaid, to the American Arbitration Association or a mutually acceptable third party arbitrator with a copy to the Town Manager. The arbitration shall be conducted pursuant to the then existing rules of procedure of the American Arbitration Association. The costs of the arbitrator's services and any fees of the American Arbitration Association shall be shared equally by the parties.

The decision of the arbitrator shall be final and binding, subject to the provisions of General Laws, Chapter 150C, provided that the arbitrator shall not alter, amend, add to, or subtract from the provisions of this Agreement. Notwithstanding any contrary provisions of this Agreement, the following matters shall not be subject to the arbitration provisions of this Agreement:

1. Any matter that is outside the express terms of this Agreement or matters subject to Retirement Board Laws, Rules, or Regulations.
2. Any matter involving the discipline or discharge of a probationary employee.
3. Any matter involving the suspension, dismissal, removal, demotion, or termination of an employee who has completed his probationary period unless the employee and the Association elect arbitration as the exclusive remedy pursuant to General Laws, Chapter 150E, Section 8.
4. Any matter of policy or management rights reserved to the

Town by this agreement.

14.3 A grievance shall be deemed waived unless submitted at each step by the aggrieved employee and/or his representative within the time limits provided herein. Time limits may be extended by mutual agreement of the parties in writing. Saturdays, Sundays and holidays shall not be counted in any of the time periods specified in this Article.

**ARTICLE 15. LEAVES OF ABSENCE:**

15.1 Vacation Leave:

a. All employees in the Association, except non-benefited part-time, temporary and emergency 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
After fifteen (15) years of continuous full-time service	Five (5) weeks

For all benefited Association 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.

Under specific circumstances, up to five days of sick leave may be converted to vacation leave on an annual basis. See section 15.2.

At the discretion of the Town Manager, vacation leave may be granted in exceptional cases to a new Association member at time of hire. Total vacation leave including this exceptional leave shall not exceed the maximum vacation leave allowed (5 weeks per year).

b. Upon completion of the first six months in a permanent full-time or part-time benefitted position, an Association member may request approval from his/her Department or Division Head or 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.

c. 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.

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

- d. Each department or division 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.
- e. 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 two (2) weeks or (10 days).
- f. All Association members must submit a completed *Request for Vacation Carry Forward Form* if they anticipate carrying forward more than a two (2) week or ten (10) day balance on their vacation anniversary date. The form can be found on the Intranet/payroll forms/AIEA payroll forms.
- g. Failure to submit a *Request for Vacation Carry Forward Form* will result in the forfeiture of days in excess of two (2) weeks or the ten (10) days on the employee's vacation anniversary date.
- h. A request to Carry Forward vacation may not be submitted two years in row beginning with calendar year 2017.
- i. All employees who submit a *Request for Vacation Carry Forward Form* in 2016 and 2017 must be in compliance on their 2018 vacation anniversary date or days in excess of two (2) weeks or ten (10) days will be forfeited.
- j. Only in the following circumstances may a *Request for Vacation Carry Forward Form* for up to an additional three (3) weeks or fifteen (15) days beginning with calendar year 2018 be allowed: under extraordinary circumstances and with the express written approval of the Town Manager and the employee's Department or Division head, an Association member may be allowed to carry forward up to an additional three (3) weeks or fifteen (15) days which must be taken within one year from the date of their anniversary. Vacation Carry Forward days not used by the employee's next anniversary date shall be forfeited.
- k. The following rules govern a request in accordance with sub-section 15.1, section j. above:
  - i. 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.

ii. The employee shall be notified of approval or disapproval within one (1) month of the request.

iii. Any days in excess of the number of approved for carry forward need to be taken before the employee's vacation anniversary date or they shall be not be carried forward.

- l. Employees should provide Department Head or Division 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 or Division 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 or Division Head provided twenty-four (24) hours advance notice is given.

Vacation leave may be taken in  $\frac{1}{4}$  hour,  $\frac{1}{2}$  hour or hourly increments upon the approval of the Department or Division Head.

- m. Upon the death of an Association member who is eligible for a vacation under this Agreement, 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.
- n. Association members who are eligible for vacation under this Agreement 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.
- o. Every professional librarian (Grade I-20 and above with a Master's Degree at the time of hire) shall be granted four (4) weeks' vacation with pay after each year of continuous service.

## 15.2 Sick Leave

- a. All employees in the Association hired prior to November 1, 2008, except non-benefited part-time (less than 20 hours per week), temporary and emergency employees shall be entitled to sick leave pay accumulating proportionate to their regular work week at the rate of one and one-quarter ( $1 \frac{1}{4}$ ) days for each month of continuous service. A single day will be earned based on  $\frac{1}{5}$  of the employee's regularly scheduled work week.

All Association members newly hired on or after November 1, 2008, except non-

benefited part-time (less than 20 hours per week), temporary and emergency employees, 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. A single day will be earned based on 1/5 of the employee's regularly scheduled work week.

Sick leave shall be earned at the end of each month and shall accumulate with no maximum cap. Sick leave may be taken in ¼ hour, ½ hour, or hourly increments.

- b. 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.
- c. 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 15.13 for definition of immediate family).
- d. Sick leave may also be used by the employee for doctor and dentist appointments, for Parenting Leave as described under Section 15.3 and for Bereavement Leave as described under Section 15.13.
- e. 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.
- f. 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.

- g. 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.

- h. 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.
- i. 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.
- j. The Town reserves the right to have its own physician examine employees on sick leave to ascertain the extent of the employee's illness. Upon return to work, the Town reserves the right to have a fitness for duty physical in order to ensure the employee is physically or mentally able to return to the position. This exam will be paid for by the Town.
- k. 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.
- l. 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.
- m. 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.
- n. Association 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.
- o. Association members with 15+ years of service and a Sick Leave balance of at least 85 days as of January 1<sup>st</sup> of each year shall be eligible to sell-back either one week (5 days) or two weeks (10 days) of their accumulated Sick Leave at their current rate of pay. Association members may choose to sell back their time in either January or June, submitting the Sick Leave Sell Back form at the beginning of the month for payment at the end of the month. Members may sell-back a maximum of two (2) weeks per fiscal year. Participating members may elect to receive their Sick Leave sell-back payment in cash or have it deposited into the 457 retirement plan.
- p. Association 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 15.14.i)

### 15.3 Parenting Leave

- a. 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.
- b. 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.
- c. 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 15.3. 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.
- d. Paternity Leave: Male employees will be allowed to charge a maximum of two weeks of sick leave for use as paternity leave but may apply for additional unpaid job-protected leave up to a maximum of eight weeks pursuant to the Parental Leave Bill, M.G.L. Chapter 149, section 105D. Employees wishing to apply for this leave should do so in writing to their respective supervisors and human resources at least three (3) months in advance of such leave.
- e. Combination Maternity and Paternity Leave: Couples working for the town are subject to a combined maternity/paternity leave of eight (8) weeks.

### 15.4 Military Leave:

- a. 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.

- b. 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.
- c. 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.
- d. Military Training Leave: Permanent employees 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/her military pay and his/her regular pay. Such military training leave shall not be deducted from annual leave.

#### 15.5 Personal Leave:

- a. In each fiscal year, benefited Association members shall be allowed two (2) non-accumulating personal leave days as an independent benefit. A single day will be earned based on 1/5 of the employee's regularly scheduled work week. All personal days shall be prorated proportionally for part-time employees. Prorated personal days shall be rounded up to the nearest ¼ hour for employees hired prior to January 1, 2017 and shall not be rounded for other 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 ¼ hour, ½ hour, or hourly increments. All personal days must be used by June 30<sup>th</sup> of the year in which they were granted.

Personal Leave for Perfect Attendance: All benefited Association members will be awarded 1 Personal Day or \$200 for any consecutive six month period of perfect attendance, for a maximum of 2 personal days or \$400 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.

15.6 Special Leave:

- a. 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.
- b. 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.

15.7 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.

15.8 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.

15.9 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.

15.10 Injury Leave:

- a. 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.

b. 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.

c. 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.

d. 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.

e. 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 Human Resources within 24 hours of Injury. All medical bills are to be turned in to Human Resources to be forwarded to the insurance carrier. In the event the employee is out five (5) working days, Human Resources must be notified.

f. 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.

g. 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.

15.11 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.

15.12 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.

15.13 Bereavement Leave: In the event of a death in the immediate family of a benefited Association member, 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 Association member 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 or Division 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.

15.14 Terminal Leave:

An Association member 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.

d. An employee will be eligible for Terminal Leave provided that he/she is eligible to receive a retirement allowance from the Andover Contributory Retirement System as defined in MGL Ch 32 5(1) at the time of termination, whether or not he/she chooses to file for retirement at the time of termination.

e. The maximum number of days allowed for terminal leave for employees hired prior to 11/1/08 is 120 work days at 24 years of service. The maximum number of days allowed for terminal leave for employees hired from 11/1/08 through 7/30/12 is 90 work days at 24 years of service. The maximum number of days allowed for terminal leave for employees hired on and after 7/31/12 through 6/30/16 is 75 work days at 24 years of service. The maximum number of days allowed for terminal leave for employees hired on or after 7/1/16 is 25 work days at 24 years of service, prorated for lesser years of service.

f. A day's pay for terminal leave calculation shall be calculated as: Daily rate = weekly pay / 5

Terminal leave payment = daily rate X sick leave days allowed based on date of hire and years of service, per the following chart.

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: Daily rate = full time weekly rate / 5

Terminal leave payment = daily rate X (Sick leave hours/7.25 ) based on date of hire and years of service per the following chart:

Years of Service	Hired before 11/1/08	Hired Between 11/1/08 - 7/30/12	Hired Between 7/31/12 -6/30/16	Hired After 7/1/16
	Maximum Allowed Days	Maximum Allowed Days	Maximum Allowed Days	Maximum Allowed Days
1	6.5	5	4	1
2	13	10	9	3
3	19.5	15	12	4
4	26	20	15	5
5	32.5	25	18	7
6	39	30	21	8
7	45.5	35	24	9
8	52	40	27	11
9	58.5	44	30	12
10	65	48	33	14
11	68	51	36	14
12	72	54	39	15
13	76	57	42	16
14	80	60	45	17
15	84	63	48	18
16	88	66	51	18
17	92	69	54	19
18	96	72	57	20
19	100	75	60	21

20	104	78	63	22
21	108	81	66	23
22	112	84	69	23
23	116	87	72	24
24+	120	90	75	25

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

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

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

Association members who participate in the Sick Leave sell-back described in Section 15.2.p shall have their eligible terminal leave permanently reduced on a one-for-one basis for each week (5 days) sold back.

**15.15 Changes in Employment Status:**

a. Permanent benefitted 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.

b. Temporary fulltime or benefitted 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.

c. 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.

**ARTICLE 16. CONDUCT OF EMPLOYEES:**

**16.1 Prohibition of Discrimination:**

a. No person in the Association 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.

b. 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 any position in the Association 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.

16.2 Outside Employment:

a. 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.

b. 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.

16.3 Attendance at Work: An employee shall be in attendance for work for which he is assigned in accordance with this Agreement 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.

16.4 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.

a. No person seeking an appointment or promotion within the Association 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 the proposed appointment, promotion, or proposed promotion.

b. No employee of the Town or other person shall defeat, deceive, or obstruct any person in his/her right to an appointment or promotion under this Agreement.

**ARTICLE 17. EMPLOYEE PERFORMANCE:**

17.1 Performance Appraisal: The Town Manager shall, in cooperation with Department Heads, develop and adopt a system of appraising the performance of employees for purposes of employee development and improving work performance.

The Association 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 Association members.



- 17.2 Programs to Improve Efficiency of Employees: The Town Manager shall cooperate with Department and Division Heads in developing and promoting programs for employee training, safety, morale, work motivation, health, counseling, and welfare.

**ARTICLE 18. RECORDS AND REPORTS:**

- 18.1 Personnel Forms: The Town Manager or his designee 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.
- 18.2 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.
- 18.3 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.
- 18.4 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.

**ARTICLE 19. RETIREMENT:**

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

## **ARTICLE 20. HEALTH INSURANCE AND OTHER RELATED PLANS:**

### **20.1 Health Insurance:**

a. Indemnity Plan: 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. The basis for premium contributions is that traditionally the Town shall pay sixty-five (65%) percent and the employee shall have deducted from his wages thirty-five (35%) percent of the total premium cost for an indemnity plan.

Any Association member who becomes eligible for health insurance on or after July 1, 2017 and who is enrolled in the employer's HMO health insurance plan shall be required to contribute thirty percent (30%) towards the premium cost for their employer provided health insurance benefits.

b. Effective July 1, 2012, the Town of Andover has invoked §§21-23 G.L. c. 32B regarding employee health insurance plan design. If in the event that §§21-23 G.L. c. 32B is rescinded, or the Town chooses not to continue with it, then the Town and the Association will open negotiations for employee health benefits, premiums, and program costs.

c. The Town will deduct medical insurance premiums before taxes rather than after taxes, unless the employee specifically declines this pre-tax benefit.

d. A voluntary Vision and Dental program will be offered to all permanent benefitted Association members.

20.2 **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.

Association members may elect to have up to the IRS limit 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 .

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

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

## **ARTICLE 21. TRAINING:**

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

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

### 21.2 Administration Of The Employee Training Program:

The Town Manager shall:

- a. Establish standards for training programs.
- b. See that the program is properly executed.
- c. Provide assistance to Department Heads in developing and conducting training.
- d. Develop supervisory and management training; and, if possible, assist prospective employees to acquire training.
- e. Provide assistance to Department Heads in establishing standards of performance and procedure for evaluating employee performance.
- f. Keep records of such activities.

### 21.3 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.

### 21.4 Educational Programs:

#### 21.4 a. Ed Incentive:

Association 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.

21.4. b. Tuition Reimbursement:

The Town will reimburse Association members up to the following amounts for courses completed while employed by the Town provided that the Application for Tuition Reimbursement Form is completed prior to the course:

- \$4,000 per fiscal year – Undergraduate courses
- \$6,000 per fiscal year – Graduate courses
- \$100 expense stipend per course

21.4 c. Emergency Response Courses:

a. Required Courses: The Town shall provide the opportunity for the Animal Control Officer (and any other Association 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.

b. 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.

21.4 d. 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.

**ARTICLE 22. PARKING:**

22.1 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.

**ARTICLE 23. SPECIAL ALLOWANCES:**

23.1 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.

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

b. 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.

23.2 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 a 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.

23.3 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), fingerprinting required for the performance of duties, and private phone/communication charges.

23.4 Uniform Allowance: If an Association member is required to wear a uniform for their regularly assigned duties, 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 for reimbursement. Association employees not receiving an annual clothing allowance who are required to work on construction sites will be eligible for reimbursement of up to \$150 annually for the purchase of work boots.

## **ARTICLE 24. COLA INCREASES FOR AGREEMENT PERIOD:**

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

FY 17 Pay increase effective July 1, 2016	2.0 %
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FY 18	Pay increase effective July 1, 2017	1.5 %
FY 19	Pay increase effective July 1, 2018	2.0%

24.2 Negotiation for the subsequent contract shall commence starting January 1, 2018.

**ARTICLE 25. DURATION:**

25.1 This Agreement shall be effective as of July 1, 2016 and shall continue in full force and effect until and including June 30, 2019.

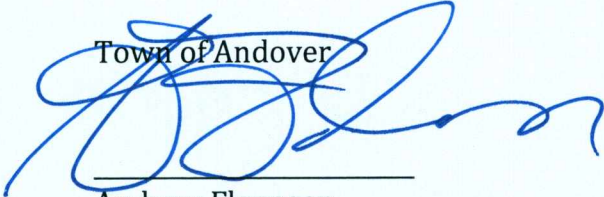
25.2 On or after January 1, 2018, either party may notify the other of its intention to commence bargaining for a successor agreement, and the parties shall proceed forthwith to bargain collectively with respect thereto.

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

25.4 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 8<sup>th</sup> day of May, 2017.

Town of Andover



Andrew Flanagan  
Town Manager

Andover Independent  
Employees Association  
Negotiation Team

Barbara McNamee

Lesley J. Hewitt

Kim Stum

Glen Wilsey

Jack Byrd  
Becky DeRusso

**Appendix A: Listing of AIEA Association Positions**

Periodically subject to change

Food Service Worker	IE 04
Adult Social Day Care Assistant	IE 06
Meals on Wheels Driver	IE 06
Office Assistant 1	IE 10
Parking Control Assistant	IE 10
Finance Coordinator	IE 12
Intake Assistant	IE 12
Library Assistant	IE 12
Office Assistant 11	IE 12
Parking Control Supervisor	IE 12
Records Clerk	IE 12
Administrative Secretary	IE 14
Facilities Coordinator	IE 14
Library Assistant 11	IE 14
Office Assistant 111	IE 14
Program Assistant 11	IE 14
Property Lister	IE 14
Records Specialist	IE 14
Accounting Assistant	IE 16
Accounts Payable Coordinator	IE 16
Animal Control Officer	IE 16
Clerk and Office Assistant 111	IE 16
Executive Secretary	IE 16
Water/Sewer Account Supervisor	IE 16
Executive Assistant	IE 18
Asset Coordinator	IE 18
Library Assistant 111-Acquisitions	IE 18
Office Coordinator	IE 18
Purchasing and Insurance Assistant	IE 18
Technical Specialist 1	IE 18
Food Services Coordinator	IE 20
Assistant Town Clerk	IE 20
Community Service Librarian	IE 20
Conservation Agent	IE 20
Civil Engineer	IE 20
Health Inspector	IE 20
Librarian	IE 20
Office Administrator	IE 20
Payroll Administrator	IE 20
Program Administrator	IE 20
Recreation Coordinator	IE 20
Technical Specialist 11	IE 22
Application Specialist- Finance	IE 22
Assistant Collector/Treasurer	IE 22
Construction Inspector	IE 22



Director of Veterans' Services	IE 22
Electrical Inspector	IE 22
Health Agent	IE 22
Local Building Inspector	IE 22
Network Administrator	IE 22
Outreach Coordinator	IE 22
Planner	IE 22
Plumbing/Gas Inspector	IE 22
Youth Services Outreach Worker	IE 22
Applications Specialist	IE 24
Assistant Director of Youth Services	IE 24
Assistant Town Accountant/ Town Auditor	IE 24
Business Solutions Team Lead/Applications Architect	IE 24
Chief Chemist	IE 24
Coordinator of Children's Services	IE 24
Coordinator of Library Systems	IE 24
Coordinator of Reference Services	IE 24
Energy/Project Engineer-Mechanical	IE 24
Environmental Compliance Coordinator	IE 24
Manager of Energy and Utilities	IE 24
Projects Engineer Coordinator	IE 24
Public Health Nurse	IE 24
Senior Assessor	IE 24
Senior Planner	IE 24
Assistant Director of Public Health-RN	IE 26
Assistant Director of Collections and Personnel	IE 26
Assistant Town Engineer	IE 26
Business Manager/Municipal Services	IE 26
Community Services ES Coordinator	IE 26
Assistant Director of Technical Services and Circulation	IE 26
Director of Conservation	IE 26
Director of Elder Services	IE 26
Director of Youth Services	IE 26
General Foreman	IE 26
Network Engineer Administrator 11	IE 26
Public Safety Network Administrator	IE 26
Purchasing Agent/Insurance Coordinator	IE 26
Recreation Director	IE 26
Superintendent of Vehicle Maintenance and Materials Coordinator	IE 26
Chief Assessor	IE 28
Collector/Treasurer	IE 28
Director of Public Health	IE 28
Director of Planning	IE 28
Enterprise Platform Architect	IE 28
Inspector of Buildings	IE 28
IT Customer Service Manager	IE 28
Construction Project Manager	IE 28
Superintendent	IE 28
Town Engineer	IE 28

**Appendix B: Salary Schedules**

<b>July 01, 2016 - June 30, 2017</b>										
<i>2% COLA</i>										
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>20</b>	<b>25</b>
<b>I4</b>	16.3710	16.9524	17.5542	18.1866	18.7884	19.4514	20.1144	20.8386	21.0630	21.2670
<b>I6</b>	17.6766	18.3090	18.9516	19.6350	20.3184	21.0018	21.7566	22.4808	22.7256	22.9602
<b>I8</b>	19.0944	19.7778	20.4816	21.1956	21.9402	22.6950	23.5008	24.3168	24.5310	24.7758
<b>I10</b>	20.6346	21.3588	22.1034	22.8888	23.6742	24.5004	25.3674	26.2344	26.5302	26.7648
<b>I12</b>	22.2870	23.0418	23.8578	24.6942	25.5612	26.4792	27.3972	28.3458	28.6314	28.9374
<b>I14</b>	24.0618	24.9084	25.7754	26.6730	27.6216	28.5804	29.5902	30.6408	30.9264	31.2324
<b>I16</b>	25.9896	26.8974	27.8358	28.8150	29.8248	30.8652	31.9668	33.0888	33.3948	33.7416
<b>I18</b>	28.0500	29.0394	30.0696	31.1100	32.2116	33.3336	34.4964	35.7204	36.0876	36.4242
<b>I20</b>	30.3246	31.3956	32.4972	33.6498	34.8228	36.0264	37.2708	38.5560	38.9436	39.3516
<b>I22</b>	32.7420	33.8742	35.0778	36.3120	37.5564	38.8926	40.2492	41.6262	42.0750	42.5136
<b>I24</b>	35.3532	36.6078	37.8726	39.1986	40.5654	42.0036	43.4724	45.0024	45.4308	45.8898
<b>I26</b>	38.1888	39.5352	40.9020	42.3300	43.8090	45.3492	46.9404	48.5826	49.0620	49.5924
<b>I28</b>	42.3912	43.8600	45.4104	46.9914	48.6438	50.3472	52.1118	53.9376	54.4578	55.0188
<b>July 01, 2017 - June 30, 2018</b>										
<i>1.5% COLA</i>										
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>20</b>	<b>25</b>
<b>I4</b>	16.6166	17.2067	17.8175	18.4594	19.0702	19.7432	20.4161	21.1512	21.3789	21.5860
<b>I6</b>	17.9417	18.5836	19.2359	19.9295	20.6232	21.3168	22.0829	22.8180	23.0665	23.3046
<b>I8</b>	19.3808	20.0745	20.7888	21.5135	22.2693	23.0354	23.8533	24.6816	24.8990	25.1474
<b>I10</b>	20.9441	21.6792	22.4350	23.2321	24.0293	24.8679	25.7479	26.6279	26.9282	27.1663
<b>I12</b>	22.6213	23.3874	24.2157	25.0646	25.9446	26.8764	27.8082	28.7710	29.0609	29.3715
<b>I14</b>	24.4227	25.2820	26.1620	27.0731	28.0359	29.0091	30.0341	31.1004	31.3903	31.7009
<b>I16</b>	26.3794	27.3009	28.2533	29.2472	30.2722	31.3282	32.4463	33.5851	33.8957	34.2477
<b>I18</b>	28.4708	29.4750	30.5206	31.5767	32.6948	33.8336	35.0138	36.2562	36.6289	36.9706
<b>I20</b>	30.7795	31.8665	32.9847	34.1545	35.3451	36.5668	37.8299	39.1343	39.5278	39.9419
<b>I22</b>	33.2331	34.3823	35.6040	36.8567	38.1197	39.4760	40.8529	42.2506	42.7061	43.1513
<b>I24</b>	35.8835	37.1569	38.4407	39.7866	41.1739	42.6337	44.1245	45.6774	46.1123	46.5781
<b>I26</b>	38.7616	40.1282	41.5155	42.9650	44.4661	46.0294	47.6445	49.3113	49.7979	50.3363
<b>I28</b>	43.0271	44.5179	46.0916	47.6963	49.3735	51.1024	52.8935	54.7467	55.2747	55.8441

<b>July 01, 2018 - June 30, 2019</b>										
<i>2% COLA</i>										
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>20</b>	<b>25</b>
<b>I4</b>	16.9489	17.5508	18.1739	18.8286	19.4516	20.1381	20.8244	21.5742	21.8065	22.0177
<b>I6</b>	18.3005	18.9553	19.6206	20.3281	21.0357	21.7431	22.5246	23.2744	23.5278	23.7707
<b>I8</b>	19.7684	20.4760	21.2046	21.9438	22.7147	23.4961	24.3304	25.1752	25.3970	25.6503
<b>I10</b>	21.3630	22.1128	22.8837	23.6967	24.5099	25.3653	26.2629	27.1605	27.4668	27.7096
<b>I12</b>	23.0737	23.8551	24.7000	25.5659	26.4635	27.4139	28.3644	29.3464	29.6421	29.9589
<b>I14</b>	24.9112	25.7876	26.6852	27.6146	28.5966	29.5893	30.6348	31.7224	32.0181	32.3349
<b>I16</b>	26.9070	27.8469	28.8184	29.8321	30.8776	31.9548	33.0952	34.2568	34.5736	34.9327
<b>I18</b>	29.0402	30.0645	31.1310	32.2082	33.3487	34.5103	35.7141	36.9813	37.3615	37.7100
<b>I20</b>	31.3951	32.5038	33.6444	34.8376	36.0520	37.2981	38.5865	39.9170	40.3184	40.7407
<b>I22</b>	33.8978	35.0699	36.3161	37.5938	38.8821	40.2655	41.6700	43.0956	43.5602	44.0143
<b>I24</b>	36.6012	37.9000	39.2095	40.5823	41.9974	43.4864	45.0070	46.5909	47.0345	47.5097
<b>I26</b>	39.5368	40.9308	42.3458	43.8243	45.3554	46.9500	48.5974	50.2975	50.7939	51.3430
<b>I28</b>	43.8876	45.4083	47.0134	48.6502	50.3610	52.1244	53.9514	55.8416	56.3802	56.9610

