

AGREEMENT BETWEEN
TOWN OF NORTH ANDOVER

&

AMERICAN FEDERATION OF STATE, COUNTY, AND
MUNICIPAL EMPLOYEES
MASSACHUSETTS COUNCIL #93
COMMUNICATIONS OFFICERS

EFFECTIVE JULY 1, 2004 to JUNE 30, 2005

and

EFFECTIVE JULY 1, 2005 to JUNE 30, 2008

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ARTICLE I - PREAMBLE

This Agreement is made and entered into by and between the Town of North Andover, Massachusetts, acting by and through its Town Manager, (hereinafter referred to as the "Town"), and Council 93, American Federation of State, County and Municipal employees, AFL-CIO, (Hereinafter referred to as the "Union").

ARTICLE II - RECOGNITION CLAUSE

Pursuant to the decision of the Massachusetts Labor Relations Commission, Case MCR4353, dated April 11, 1995, the Town hereby recognizes the Union as the sole and exclusive representative of all full-time and regular part-time Communications Officers in the Town of North Andover, excluding the communications supervisor and all managerial, confidential, casual and all other employees of the Town of North Andover, for the purposes of bargaining with respect to wages, hours of work and working conditions.

ARTICLE III - NON-DISCRIMINATION

Section 1. The Town and the Union agree not to discriminate in any way, including discrimination in training, promotions, transfers, layoffs, or discharge, against employees covered by this Agreement because of race, religion, creed, color, national origin, sex, or age. Further, the Town and the Union will not discriminate against employees based upon Union membership or non-membership or participation in or non-participation in Union activities.

Section 2. In July 1992, the Americans with Disabilities Act (ADA) took effect for all employers nationwide with over 25 employees to prohibit discrimination in employment on the basis of disability. In accordance with the ADA, the Management of the Town of North Andover is required to consider only the abilities of employees to perform the essential functions of a job in making employment decisions such as hiring and firing. In the event that disabled employees need assistance in performing the essential functions of their jobs, the Town of North Andover will provide reasonable accommodations in order to enable them to perform these functions, short of incurring undue hardship.

ARTICLE IV - MANAGEMENT RIGHTS

Section 1. The employer reserves and retains sole and exclusively all of its common law, statutory, and inherent rights as existed prior to the execution of this agreement, as long as such rights are not inconsistent with the specific provisions of this Agreement.

Section 2. Except as to the extent specifically abridged by this Agreement, the Employer shall not be deemed to be limited in any way by this Agreement in the performance of the regular and customary functions of municipal management and shall have, without interference, control and supervision of the Town, and its various departments and facilities. The Employer reserves and retains all powers, authority, and prerogatives including, but not necessarily limited to: the right to assign, transfer, hire and promote; to determine the number of employees it shall employ at any time; and the qualifications necessary for any jobs it may have or may create in the future; to

suspend, demote, discharge, or take other disciplinary action against employees for just cause and to relieve employees of work or layoff employees for reasons of economy or other legitimate reasons; to determine the mission to number of classifications of employees to be utilized; to determine the types of operations; to determine reasonable standards of performance and otherwise to take measures, as the Employer may determine to be necessary for orderly and efficient operations.

Section 3. Rules - The Town shall have the right to make and enforce reasonable rules and regulations governing operations, the manner and method of performing the work, the standards it requires and attendance; any other matter so long as such reasonable rules and regulations governing operations; and so long as the regulations are not in conflict with the specific terms of the Agreement. Such rules will be enforced and in effect upon being posted in the department and a copy of such rules prior to posting shall be furnished to the Union.

ARTICLE V - NO STRIKES

Section 1. No employee covered by this Agreement shall engage in, induce, or encourage any strike, work stoppage, slowdown, or withholding of services. The Union agrees that neither it nor any of its officers or agents will call, institute, participate in, sanction, or ratify any such strike, work stoppage, slowdown, or withholding of services.

Section 2. Should any employee or group of employees covered by this Agreement engage in any strike, work stoppage, slowdown, or withholding of services, the Union (at the request of the Employer), shall take all reasonable means to induce such employee or group of employees to terminate the strike, work stoppage, slowdown, or withholding of services, and to return to work.

Section 3. In consideration of the performance by the Union of its obligations under Sections 1 and 2 of this Article, there shall be no liability on the part of the Union or on its officers or agents for any damages resulting from the unauthorized breach of the agreements contained in this Article by the individual members of the Union.

Section 4. The Employer shall have the right to discharge and otherwise discipline any employee who violates Section 1 above in accordance with the provisions of the Massachusetts General Laws, Chapter 150E, Section 15.

Section 5. The employer agrees it will not lockout employees covered by this Agreement except where allowing employees to work will adversely impact the health or safety of employees or citizens of the Town.

ARTICLE VI - STABILITY OF AGREEMENT

This Agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiations. The Union and Town acknowledges that during the negotiations which resulted in the Agreement, it had the unlimited rights and opportunities to make demands and proposals with respect to all proper subjects of collective bargaining; that all subjects have been discussed and negotiated and that the agreements contained in the Agreement

were arrived at after free exercise of such rights and opportunities. No amendments, alterations, or variations of the terms or provisions of the Agreement shall bind the parties unless made and executed in writing by the parties.

The failure of the Employer or the Union to insist, in any one or more situations, upon performance of any of the terms or provisions of this agreement shall not be considered a waiver or relinquishment of the Employer or the Union to the future performance of any term or provision, and the obligation of the Union and the Employer to such future performance shall continue.

ARTICLE VII - UNION BUSINESS

Section 1. Leave for Union Business - Union negotiating committee members shall be allowed time off from their regular duties to attend collective bargaining sessions with the Town. The negotiation committee shall include no more than three (3) employees. The Union Steward shall be allowed reasonable time to meet with employees and Town Officials to investigate and present grievances during regular working hours, provided he/she obtains the department head's approval and does not interfere with Town operations. No more than two (2) persons shall be designated as Union Stewards.

Section 2. Union Representatives on Premises - The Town agrees to permit representatives of the American Federation of State, County, and Municipal Employees, Council 93, to enter the premises for individual discussions of working conditions with an employee provided care is exercised not to unduly interfere with the performance of the duties assigned to the employee and further that they notify the department head beforehand.

ARTICLE VIII - DUES DEDUCTIONS

Section 1. Council #93 Dues - Employees covered by this agreement may, on the prescribed form, authorize payroll deductions for the purpose of paying Council #93 dues. No authorization shall be allowed for payment of initiation fees, assessments or fines. Dues shall be deducted weekly and the funds shall be remitted to the Treasurer of Council #93 on the fifteenth day of each month. Any such deduction for any employee shall be terminated by the Town Treasurer whenever the employee shall submit to the Town Treasurer a signed request giving sixty (60) days notice that said deduction is to be terminated.

Section 2. Agency Service Fees

- a. In accordance with Massachusetts General Laws Chapter 150E, § 12, it shall be a condition of employment that all employees in the bargaining unit who are not members of the Union and who have been employed for thirty (30) days or more, shall pay to the Union an agency service fee to defray the costs of collective bargaining and contract administration in an amount equal to the current regular Union dues. Such payment shall be made on or after the thirtieth (30) day following the bargaining of such employment or the effective date of this Agreement, whichever is later.

- b. The Town agrees to deduct weekly from the pay of such employees who properly authorize it, all agency service fees which are owed to the Union.
- c. The Union agrees to indemnify the Town for any financial liability or legal expense which the Town may incur in complying with this Article.

Section 3. Notification to Town - The Union will initially notify the Town as to the amount of dues. Such notification will be certified to the Town in writing over the signature of an authorized officer of the Union.

ARTICLE IX - RULES AND REGULATIONS

The Town and its elected and appointed officials have the right to promulgate reasonable rules and regulations pertaining to the employees covered by this Agreement, as long as such rules and regulations do not directly conflict with the express terms of conditions of this Agreement.

ARTICLE X - PAST PRACTICES

Section 1. - All rights and working conditions uniformly enjoyed by the employees at the signing of this Agreement, which are not included in this Agreement, shall remain in full force and effect, unchanged and unaffected in any manner during the term of this Agreement unless changed in accordance with the provision of Section 2.

Section 2. - The following procedures will be observed in connection with modifying past practices.

- a. The Town shall give the Union specific written notice of the contemplated change.
- b. The parties shall engage in good faith bargaining concerning the change under the provisions of Chapter 150E of the Massachusetts General Laws.
- c. If good faith bargaining does not result in complete agreement on the proposed elimination or modification within a reasonable period of time, the Town may implement its last stated position on written notice to the Union, and such action in modifying past practices shall automatically become a subject of bargaining during negotiations between the parties on the next collective bargaining agreement.

ARTICLE XI – PERSONNEL RECORDS

Section 1. No materials originating from the Police Department derogatory to an employee's conduct, service, character or personality shall be placed in the personnel files unless the employee has had an opportunity to read the material. The employee shall acknowledge that he/she has read such material by affixing his/her signature on the actual copy to be filed. Such signature does not necessarily indicate agreement with its contents but merely signifies that the employee has read the material to be filed.

Section 2. The employee shall have the right to answer any material filed and his/her answer shall be attached to the file copy.

Section 3. If any material is placed in an employee's file without proper notice and opportunity to respond, said material shall be removed until such time as the employee has had an opportunity to reply.

Section 4. No other files will be maintained.

Section 5. Any employee shall have the right to examine all material in his/her personnel file with a Union representative if requested by the employee. A copy of any such material shall be furnished to the employee at his/her request.

ARTICLE XII - GRIEVANCE AND ARBITRATION PROCEDURES

Section 1. Grievance Procedure Defined - For the purpose of this Agreement, a grievance shall be defined as a complaint between the Employer and the Union or, to the extent set forth below, an individual employee, involving an alleged specific and direct violation of a specific and express provision of this Agreement. The grievance and arbitration procedures, to the extent that the latter apply, shall be the sole and exclusive means of resolving such grievances.

Section 2. Interpretation of Time Limits - A grievance which is not initiated within the time periods specified below shall be deemed to have been waived. Failure of the Union to appeal a decision within the time limit specified shall mean that the grievance shall be considered settled on the basis of the decision last made and shall not be eligible for further appeal. Failure of the Communications Supervisor, Chief of Police, or Town Manager to answer an appeal within the time limit specified shall mean that the appeal may be taken immediately to the next step in the procedure. The time limits herein set forth may be waived or extended by mutual written agreement by the parties.

Section 3. Procedural Steps and Time Limits

Step 1. Communications Supervisor – No later than five (5) working days after the event giving rise to the grievance, or five (5) work days after the employee should reasonably have learned of the event giving rise to the grievance, whichever is later, the employee must submit a written grievance to the Communications Supervisor, or his designee. The written grievance must contain the specific term(s) allegedly violated by the Town on the basis for claiming said violation. The failure to do so will be sufficient grounds to refuse to process the grievance. Within five (5) work days after receiving the grievance, the Communications Supervisor and the employee shall meet to discuss the grievance. The Communications Supervisor shall give his or her written answer within five (5) work days of said meeting.

Step 2. Chief of Police – If the grievance is not settled in Step 1, the employee, no later than five (5) work days after receipt of the immediate supervisors' response to the grievance or when said response is due, whichever is earlier, may file a written

appeal to the Chief of Police. Within five (5) work days after receipt of this appeal the Chief and the employee shall meet to discuss the grievance. The Chief shall give his or her written answer within five (5) days of said meeting.

Step 3. Town Manager – If the grievance is not resolved at Step 2, the grievance may be presented to the Town Manager within five (5) work days after the response from the Chief of Police, or when said response is due, whichever is earlier. The Town Manager or his/her designee shall meet with the employee within ten (10) work days of the presentation of the grievance at Step 3. The Town Manager or his/her designee, shall give his/her written answer to the grievance within ten (10) work days after such meeting, and said answer shall be final and binding on the employee and the Town.

Section 4. Arbitration - If the grievance has not been resolved by the Town Manager at Step 3, the Union and only the Union, may submit the grievance to arbitration within thirty (30) calendar days following the Town Manager's answer or the date on which said answer is due, whichever occurs first. Submission to arbitration shall be accomplished by a letter addressed to the American Arbitration Association, postage prepaid, with a copy to the Town Manager. The grievance shall constitute the sole and entire subject matter to be heard by the arbitrator. The arbitrator shall be chosen from a panel under the rules of the American Arbitrators' Association.

The fees and expenses of the arbitrator, tribunal or the American Arbitration Association shall be shared equally by the parties, provided however, that the obligation of the Selectmen shall be limited to the obligation which the Selectmen can legally undertake, and they shall not have any personal obligations for any payment under any provision of this Agreement. Each party shall bear the expense of its own representation at the arbitration proceedings, witnesses, and for the preparation of its own case. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, provided that it pays for such a record and agrees to make copies available to the other party at cost. If arbitration fees or expenses are incurred by the Town and not paid by the Town, neither the Union nor its members shall be responsible for payment.

Any decision of an arbitrator which requires that payment of moneys which are not presently appropriated shall not be acted upon until the necessary budgetary action is taken by the Town Meeting or other authority. The Arbitrator's decision shall be final and binding on the parties except:

- a. As provided in Massachusetts General Laws Chapter 150C; or
- b. Where the decision of the arbitrator violates or misinterprets any federal or state laws or any rules and regulations duly promulgated by federal and state agencies pursuant to such laws.

Section 5. Limitations on Arbitration. Notwithstanding anything to the contrary, no dispute or controversy shall be subject to arbitration unless it involves only an alleged specific and direct violation of an express provision of this Agreement. The Arbitrator shall have no power to add to, subtract from or modify any of the terms of this agreement. The parties are agreed that no restrictions are intended on the rights and powers of the Employer except those specifically and

directly set forth in express language in specific provisions of this Agreement. The arbitrator shall arrive at his decision solely upon the facts, evidence and contentions as presented by the parties during the arbitration proceedings.

The arbitrator shall have the power to direct a resolution of the dispute up to and including restoration of the employee's job and/or the award of full or partial restoration of all compensation and privileges as to the arbitrator deems warranted if the arbitrator concludes that the Town violated the Agreement.

Any incidents which occurred or failed to occur prior to the effective date of this Agreement shall not be subjected to grievance or arbitration procedures under this Agreement or other recourse.

Section 6. Miscellaneous. No reprisals of any kind will be taken by the Employer, Town Manager, or any member of the Selectmen against any party in interest or any participant in the grievance procedure, by reason of such participation. The parties may by mutual agreement submit more than one pending grievance to the same arbitrator.

ARTICLE XIII - DISCIPLINE AND DISCHARGE

Section 1. Except as otherwise provided in this Agreement, no employee covered by this Agreement shall be disciplined or discharged without just cause.

Section 2. Employees covered by this Agreement who have completed their probationary period may appeal such discharge or discipline pursuant to the grievance-arbitration provisions of this Agreement. A copy of any notice of suspension or dismissal shall be mailed or delivered in-hand to the local Union president within forty-eight (48) hours of the suspension or dismissal action.

Section 3. Notwithstanding any contrary provision of this Agreement, employees who have not completed their probationary period shall not be able to utilize the grievance-arbitration provisions of the Agreement concerning discipline or discharge.

Section 4. Probationary Employees. Persons covered by this Agreement shall be probationary for the first 12 months of their employment. During the probationary period, the employee shall receive a job performance review by his/her Communications Supervisor at the completion of six (6) months of service, at the completion of nine months of service, and at the completion of twelve (12) months of service at the end of the probationary period. At each review, a probationary employee shall receive a written evaluation and a statement of "Meets Expectations" or "Does Not Meet Expectations".

Section 5. An employee receiving a review at six (6) months who receives a rating of "Meets Expectations" shall be entitled to vacation and leave benefits as outlined below. An employee who does not receive a "Meets Expectations" rating at six (6) months and subsequently receives a "Meets Expectations" rating at nine (9) months shall receive those benefits at nine (9) months.

ARTICLE XIV - UNPAID LEAVE OF ABSENCE

- a. The Town Manager, or his/her designee, may in his discretion grant an employee's request for a leave of absence without pay for good and sufficient reasons. Such a leave shall, if granted, generally not exceed twelve (12) months.
- b. An employee seeking a leave of absence shall submit a written request to the Town Manager explaining the reasons why a leave is requested and how long a leave the employee is requesting. Such written request shall, except in case of emergency, be submitted to the Town Manager at least four (4) weeks prior to the date on which the employee wishes to start the leave. The Town Manager shall have discretion as to whether to approve a request for a leave of absence and as to the duration of any leave approved.
- c. An approved leave of absence shall not constitute a break in service. However, an employee on an approved leave, other than for military service shall not accrue seniority or other benefits for the period of the leave. An employee on approved leave will not be entitled to any benefit but can continue group health insurance coverage by paying the full premium cost in advance on a monthly basis.
- d. An employee returning to work after an approved leave of absence will be placed at that step of the salary schedule at which he was being paid prior to said leave of absence.
- e. Employees may be allowed up to 12 weeks unpaid leave per year for the serious illness of the employee or an immediate family member. Terms and conditions of this leave, including eligibility, are contained in the Family and Medical Leave Act of 1993.

ARTICLE XV - BEREAVEMENT LEAVE

A continuous full-time employee or a regular part-time employee shall be entitled to paid leave up to four (4) working days for the death of an employee's immediate family (wife, husband, child, parent of either spouse, brother, sister, brother-in-law, sister-in-law, grandparents, grandchildren, and person in the immediate household). For all other types of family members, paid leave may be granted at the discretion of the Town Manager.

ARTICLE XVI - EDUCATIONAL REIMBURSEMENT

A continuous full-time employee who has completed one year of service with the Town, or regular part-time employee who has completed two years of service with the Town, shall be eligible to receive educational reimbursement as follows:

- a. Reimbursement will be provided in accordance with provisions of this Article, provided the employee receives an advanced favorable recommendation by the Division Director and approval by the Town Manager, subject to the appropriation of funds.

Reimbursement for regular part-time employees will be pro-rated based on the ratio of regular hours worked to the regular workweek of full-time employment.

- b. Course must be offered outside normal working hours. Hardship cases may be discussed with the Division Director subject to the approval of the Town Manager.
- c. Course contents must be job-related and approved.
- d. Course cost must be approved in advance.
- e. Educational reimbursement of 100% will be made for registration fees, books, and tuition based upon a passing grade of C or better.
- f. Grade and payment certification is required before reimbursement.
- g. Employee will be obliged to remain in the Town employment for six months after completion of the course, or full reimbursement for the last courses will be deducted from final paycheck at time of termination.

ARTICLE XVII - PERSONAL LEAVE

All employees after completion of their probationary period may, with the prior approval of the Police Chief or the Communications Supervisor, use up to four (4) days in each fiscal year for personal reasons. These days may be used to extend vacation (or a holiday) with two (2) weeks advance notice and approval by the Police Chief or Communications Supervisor. Except in cases of emergency, personal days require twenty-four (24) hours advance notice. Unused personal leave cannot be carried over into next fiscal year.

ARTICLE XVIII - JURY LEAVE

An employee shall provide as much notice as possible when called for jury duty and shall provide notice of the dates of such jury duty. Employees shall be compensated for jury duty in accordance with Massachusetts General Laws, Chapter 234A.

ARTICLE XIX - MILITARY LEAVE

An employee in the military reserve who has been granted a military leave of absence due to being called into active service will be compensated in accordance with Chapter 137 of the Acts of 2003 as adopted by the 2004 Annual Town Meeting.

ARTICLE XX - TERMINAL LEAVE

The following sections shall be incorporated in the computation for payment of terminal leave:

Length of Service Bonus
Vacation Leave
Sick Leave

An employee who retires shall be allowed a portion of his/her accumulated sick leave as terminal leave. The following formula shall be used in computing the amount of terminal leave to be allowed a retiring employee.

- a. Twenty-five (25) whole years of continuous full-time service shall be considered 100% service.
- b. An employee who qualifies for terminal leave shall be entitled to the same percentage that the number of years of service bears to the 100% service factor of 25 years provided that in no case shall said leave be measured by more than 60 days accumulated sick leave, or fifteen (15) work weeks, whichever is the lesser.

For employees hired after July 1, 2005, said leave shall be measured by no more than 20 days accumulated sick leave or four (4) work weeks, whichever is the lesser.

- c. Upon the death of an employee, benefits shall be paid to the estate of the deceased.

ARTICLE XXI - MATERNITY LEAVE

- a. Employees who have completed the initial probationary period of employment shall be entitled to a leave of absence without pay or benefits for a period of twelve (12) weeks for the purposes of giving birth. The employee must, if possible, provide the Town Manager or designee with at least two (2) weeks notice prior to her expected departure date and indicate her intention to return to work after the leave.
- b. An employee who returns to work after a leave for purposes of giving birth of no more than twelve (12) weeks shall be restored to the same or a similar position with the same status, pay, and length of service credit.
- c. Employees may use accrued sick leave and/or vacation benefits for disabilities related to pregnancy or childbirth under the same terms and condition which apply to other temporary medical disabilities.
- d. Employees may be allowed up to 12 weeks unpaid leave per year for the birth or adoption of a child. Terms and conditions of this leave, including eligibility, are contained in the Family Medical Leave Act of 1993.

ARTICLE XXII - WORKER'S COMPENSATION

If an employee, who has been absent from work and collected sick pay, and has this absence declared eligible for worker's compensation benefits, the following shall take place:

- a. Those days paid and charged to sick pay during this absence will be credited back to the employee based upon the difference between the gross pay paid under sick pay benefit and the portion determined to be collected under worker's compensation.
- b. The first check received by the employee from worker's compensation shall be turned over to the Town to reimburse the Town for the payments made to date under sick pay benefit and becomes the basis for determining the credits due the employee for sick days.
- c. Once it has been determined the amount the employee is to receive under worker's compensation, the difference between one's regular gross week's pay and the worker's compensation payment will be paid by the Town and be charged against accrued sick days. This difference will continue until the employee exhausts his or her sick pay benefits or until the employee returns to work, whichever comes first. The employee will not accrue sick pay or vacation benefits while out on worker's compensation.

ARTICLE XXIII - LENGTH OF SERVICE BONUS PAYMENTS

- a. An employee of the Town who has been in continuous full-time or regular part-time employment in a position subject to the Classification and Compensation plans shall be paid, in addition to the compensation received under the present plan annual increments determined as follows:

Length of Service	7/1/04	7/1/05	7/1/06
Over 5 by not over 10 years	\$ 450	\$ 475	\$ 500
Over 10 but not over 15 years	\$ 800	\$ 800	\$ 800
Over 15 but not over 20 years	\$ 850	\$ 875	\$ 900
Over 20 but not over 25 years	\$ 900	\$ 950	\$ 1,000
Over 25 years	\$ 950	\$ 1,025	\$ 1,100

Length of Service Bonus will be pro-rated for regular part-time employees.

- b. An employee will become eligible for the Length of Service Bonus increments on the 5th, 10th, 15th, and 25th anniversary date of his or her employment and the amount of increment to which he or she is entitled for the then current fiscal year will be determined by paying, in two equal amounts, (one in December and one in June), the highest amount relative to the employee's anniversary date.
- c. An employee who qualifies for the Length of Service Bonus compensation and then leaves the employ of the Town shall not be entitled to such compensation if re-employed until a new five-year period of continuous full-time employment has been served.

- d. If the service of an employee is interrupted by lay-off, military service, or other reason from the employee's own action, total service will be considered continuous service.
- e. Upon termination of an employee, the total Length of Service Bonus payment shall be a pro-rated amount related to that half of the fiscal year in which their employment is terminated. This pro-rated amount shall be computed by multiplying the number of days served in that half of the fiscal year by the per day Length of Service Bonus dollar amount for a full half year at the appropriate rate. Upon the death of an employee, benefits shall be paid to the estate of the deceased.
- f. Upon retirement, eligible employees shall receive the entire benefit.

ARTICLE XXIV - UNIFORM ALLOWANCE

Employees will receive a yearly allocation of \$ 400.00 for the purchase and replacement of uniforms, necessary work clothes and standard equipment.

Any expenses arising from any change in the prescribed uniform shall be borne by the Town and shall not be attributable to the clothing allowance. Employees shall be neatly dressed at all times while on duty, in uniforms which comply with the departmental specifications. Invoices shall be submitted to the Communications Supervisor by December 1st.

Expenditure of full uniform allowance shall not excuse a Communications Officer from maintaining his/her uniform in compliance with departmental specifications. Employees out on injury leave or sick leave shall receive an extended pro-rated allowance.

ARTICLE XXV - HOLIDAYS

- a. The following days shall be recognized as legal holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents' Day	Veterans' Day
Patriots' Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

When December 24th (Christmas Eve) falls on a regular scheduled workday, employees shall receive an additional half-day paid holiday.

- b. All full-time and regular part-time employees (one who works an average of at least 20 hours per week) shall be entitled to holiday pay for the designated holidays. An employee who is absent without authorization, on his/her regularly scheduled working shift before or after the holiday shall not be eligible for holiday pay.

- c. Eligible hourly employees shall receive the regular rate of pay based upon number of hours regularly scheduled for the day on which the designated holiday occurs.
- d. Eligible employees will receive an additional day off or payment in lieu of one day under the following conditions:
 - 1. Performs work on holiday if required to maintain essential Town services.
 - 2. Regular day off falls on holiday.
 - 3. Vacation day falls on holiday.
 - 4. Rotation of shift causes working different days in successive weeks which could result in working on holiday.
 - 5. Regular part-time employees whose scheduled day off falls on a Holiday will receive the average of the normal hours worked in a week. (Example: employee works 20 hours in a normal day week, holiday pay is 20 divided by 3 = 6 and 2/3rds hours).
 - 6. For every six-month period in a calendar year, employees must declare, in writing, whether to receive for each holiday in the subsequent six-month period: (1) an additional day off; or (2) payment of eight (8) hours of straight time pay. Employees must make their written election no later than November 30th (of the previous calendar year) for the period of January through June and no later than May 31st for the period of July through December. Any employee who fails to make an election, in writing, by the deadline will receive payment of eight hours straight time pay for each holiday in the subsequent six-month period.
 - 7. Newly hired employees must make the above election based upon the same deadlines set forth above. If the employee is hired after the deadline for making an election, that employee will receive payment as set forth above for all holidays between the dates the employee begins service and the start of the next six-month cycle.
- e. Effective January 1, 2006, notwithstanding any other provision of this Agreement, employees shall be compensated for holidays only in the manner set forth below. It does not matter whether the employee is scheduled to work the holiday or not, or whether the employee works the holiday or not.
 - 1. Holiday Pay: For the listed holidays of New Year's Day, President's Day, Memorial Day, Labor Day, Veteran's Day, and Christmas Day, employees shall receive, in addition to his/her regular weekly pay, eight (8) hours of their regular rate of pay as holiday pay.

2. Time Off: Employees will be entitled to five (5) days off, with pay, to be requested and approved in accordance with other time-off requests. The days off must be taken during the calendar year earned and may not be carried over into a subsequent calendar year.

ARTICLE XXVI - VACATION LEAVE

- a. A continuous full-time employee or a regular part-time employee shall be granted vacation with pay on the following terms:

ONE YEAR OF SERVICE 10 DAYS (WORK DAYS)
FIVE YEARS OF SERVICE 15 DAYS (WORK DAYS)
TEN YEARS OF SERVICE 20 DAYS (WORK DAYS)

AFTER 10 YEARS OF SERVICE employees shall receive one additional day for every year of continuous service for every year thereafter for a maximum of 25 days.

An employee, after receiving a “Meets Expectations” rating at the earlier of either the six (6) month or nine (9) month probationary period may request five days of his/her vacation in advance.

- b. Employees will receive their full vacation entitlement, as provided by this Article, on the first of the month in which their anniversary falls. Length of service for purposes of vacation eligibility shall be based upon the employee’s anniversary date of employment. The amount of vacation time allowed in any anniversary year will be based on the number of months of active service during the preceding twelve (12) months.
- c. An employee shall be granted an additional day of vacation if, while on vacation leave, a designated holiday occurs falls on a date of the normal workweek.
- d. Absences on account of sickness in excess of that authorized under the rules, or for personal reasons as provided for under other leave may, at the discretion of the department head, be charged to vacation leave.
- e. Upon the death of an employee who is eligible for vacation under these rules, payment shall be made to the estate of the deceased in an amount equal to the vacation allowance, as accrued in the vacation year prior to the employee’s death but which has not been granted. In addition, payment 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 or her separation from payroll.
- f. Absence for personal reasons may be charged to vacation leave upon application by the employee and approved by his/her department head. Such absences, however, may not be charged to vacation leave beyond that which the employee has earned at the time of such application.

- g. Employees called upon to serve during a State or National emergency will have vacation time accrued as mandated by Federal and State laws.
- h. Vacation allowances provided under the terms of this section shall not be permitted to accumulate in excess of four (4) weeks at any time. Notwithstanding the foregoing restriction on vacation accumulation, an employee in continuous service for ten (10) or more years and eligible for four (4) weeks vacation shall be permitted to accumulate one additional week for a total accumulation of five (5) weeks. Vacation shall be granted by the department head at such time as in his/her opinion will cause the least interference with the performance of the regular work of the Town.
- i. Employees who are eligible for vacation under these rules and whose services are terminated by dismissal, or by retirement, or by entrance into the armed forces, or who are on leave as result of an injury sustained while on the job, shall be paid an amount equal to the vacation allowance as earned, and not granted, nor used, in the vacation year prior to such dismissal, retirement, or entrance into the armed forces. In addition, 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, but no such payment shall be made to those persons on injury leave who have not been separated from the payroll.
- j. There will be no accrual of vacation leave when an employee is in a no-pay status (unpaid leaves of absence, discipline, etc.).

ARTICLE XXVII - SICK LEAVE

- a. A continuous, full-time or regular part-time employee who has received a "Meets Expectations" rating at the earlier six (6) months or nine (9) month probationary review shall be allowed six (6) days leave with pay and shall be allowed leave of one and one-quarter days for each consecutive month of service, provided such leave is caused by sickness or injury or by exposure to contagious disease. Regular, part-time employees shall be credited with sick leave on a pro-rated basis.
- b. An employee shall be credited with the unused portion of leave granted under paragraph A.
- c. If the amount of leave provided under paragraph B has been or is about to be exhausted, an employee may make application for additional allowance to the Town Manager. The Town Manager, who is authorized to grant such additional allowances, as he/she may determine to be equitable, after reviewing all circumstances including the employee's attendance and performance record prior to conditions supporting his/her request for the additional allowance.
- d. Sick leave must be authorized by the Police Chief or his designee and must be reported, on blanks provided for same, to the Town Manager.

- e. A physician's certificate shall be submitted by the employee or his agent after three (3) consecutive work days absence to the Communications Supervisor before leave is granted under the provisions of this section. The certificate shall be forwarded by the Police Chief to the Town Manager. This note shall be submitted to the Communications Supervisor by the fourth consecutive workday.
- f. The Town Manager may require medical examination of any employee who reports his/her inability to report for duty because of illness. This examination shall be at the expense of the Town by a physician appointed by the Town Manager.
- g. Injury, illness or disability as a result of a self-imposed act shall not be considered a proper claim for leave under this section.
- h. Employees may be granted sick leave if actively participating in a Town approved alcohol or substance abuse program.
- i. Up to six (6) days of accumulated sick leave may be used in any fiscal year for the purpose of an employee caring for a sick spouse or child residing in the employees' household.
- j. All Communications Officers hired after July 1, 1996 may accumulate sick leave of up to a maximum of 120 days. All other Communications Officers employed by the Town prior to July 1, 1996, shall be grandfathered to accumulate unlimited sick leave.
- k. An employee who retires shall be entitled to a portion of his or her accumulated sick leave, as stated in Article XX Terminal Leave.
- l. Upon the death of an employee, benefits shall be paid to the estate of the deceased as stated in Article XX Terminal Leave.
- m. There will be no accrual of sick leave when an employee is in a no-pay status (unpaid leaves of absence, discipline, etc.).

ARTICLE XXVIII - LIABILITY INSURANCE

The Town shall purchase and maintain a professional liability insurance policy covering all the full-time employees and regular part-time employees of the department.

ARTICLE XXIX - CALL BACK

Employees who are called back to work after having been dismissed by their supervisor shall receive three hours minimum compensation at time and one-half hours worked.

ARTICLE XXX - WORK SCHEDULE

- a. Employees shall work a so-called "4 and 2" work schedule consisting of four (4) consecutive days and/or nights on duty followed by two (2) consecutive days or nights (off duty) or a split shift consisting of four (4) shifts (days and/or nights) in three (3) consecutive days followed by three (3) consecutive days or nights off, under a six week rotating schedule.
- b. The regular workday shall consist of eight and one-half (8.5) hours, including fifteen (15) minutes before the scheduled shift starting time and fifteen minutes after the scheduled shift ending time. No overtime shall be incurred as a result of these fifteen (15) minute periods before and after the scheduled shift, notwithstanding any provision to the contrary in this Agreement. The work year shall consist of 244 days.

Effective January 1, 2006, the regular workday shall consist of eight and one-quarter (8¼) hours including 15 minutes before the scheduled shift starting time. No overtime shall be incurred as a result of this 15 minute period before the scheduled shift, notwithstanding any provision to the contrary in this Agreement.

- c. The employee shall be allowed a paid, thirty minutes meal break after four hours of work. In consideration of being paid for this meal break, the dispatcher agrees to be available for duty at all times during the meal break in the event of any emergency. Employees may be permitted to leave the general vicinity of the police station and its grounds and thereby become temporarily unavailable for duty, when in the opinion of the officer in charge of the dispatch center at least one (1) Communications Officer is available to assume sole responsibility for fire service or emergency medical service related calls during the employee's absence. In addition to another Communications Officer being present, this condition shall be deemed to be satisfied, if a sworn police officer is specifically assigned to the dispatch center to handle police service calls during the employee's absence.
- d. Due to staffing issues in the Dispatch Center, when only one communications officer is working the 12:00 midnight to 8:00 a.m. shift and is unable to take a meal break, the communications officer will be allowed to leave work at 8:00 a.m. to compensate for the lack of a meal break.

ARTICLE XXXI - NIGHT DIFFERENTIAL

Communications Officers who are regularly assigned to work the early night and late night shifts shall receive a differential of 6% of the base hourly wage for hours worked between 4:00 PM and 8:00 AM. Effective July 1, 2005, the shift differential for early night and late night shifts shall increase to 7%.

ARTICLE XXXII - SENIORITY

Section 1. Definition Seniority is defined as the length of an employee's continuous, uninterrupted employment as a full-time Communications Officer classification with the Town of North Andover.

Section 2. Seniority List The Communications Supervisor shall annually update and post a seniority list no later than January 31st.

Section 3. Layoffs In the event a layoff becomes necessary in the exclusive judgement of the Employer, the Employer will lay off on the basis of seniority within Dispatch. The employee with the least seniority in Dispatch will be laid off first. Employees will be recalled based on seniority in Dispatch with the most senior employee recalled first. The employer agrees to provide a minimum of (2) weeks notice of any layoff.

ARTICLE XXXIII - OVERTIME

Section 1. An employee shall be compensated at the rate of one and one half (1 1/2) times their regular hourly rate of pay for work performed in excess of eight and one-half (8 1/2) hours per day or for any hours worked not consistent with the normally scheduled forty (40) hour workweek.

Section 2. Scheduled overtime shall be distributed, by the Chief of Police or his/her designee, to all employees in a fair and equal basis, as follows:

- a. When the Department decides to fill a shift with unscheduled employees on an overtime basis, it shall do so by using a rotation list which includes all regular uniformed dispatching personnel. This provision is not intended to increase the occasions in which overtime is incurred, but only to provide for equitable distribution by having a continuous rotation list based on hours. Only overtime actually offered to an eligible employee whether actually declined or not accepted by reason of the employee's inability to be contacted shall be counted as a refusal.
- b. When there is an open shift to be filled, the list will be utilized by calling first the employee with the least amount of hours in ascending order to the employee with the most hours. An employee is not eligible for work and shall not be charged hours because they may already be working or they may already have worked a double shift.
- c. For a special operations event, the Police Department will be allowed to notify an employee ahead of time to ascertain if they would be available to fill the opening on short notice. This notification would not need to be made from the rotation list based on hours but the overtime hours worked by the employee would be credited to the list after the hours have been worked.

An example of a special operations event would be a CID or DEA undercover operation requiring a communications officer when warrants are being executed on a large scale. This is necessary to facilitate the public safety security issues that surround a special operations event. The communications officer would become a member of this special operation for that specific event.

Section 3. Time spent in connection with community functions such as marching in parades, memorial services, etc. shall be voluntary and shall not be compensated.

Section 4. An employee requesting a vacation day may elect to work that specific shift in an overtime capacity. For the specific shift, the employee shall be charged with a vacation day in addition to being paid at their regular overtime rate. The employee may utilize up to five (5) vacation days in this manner per eligibility year. In the event the employee chooses such an option, this overtime assignment shall be exempt from the provisions of Section 2 above.

ARTICLE XXXIV - SWAP POLICY

At the sole discretion of the Communications Supervisor, employees may be permitted to exchange shifts provided it can be done without added costs to the Town. A request to exchange shifts must be submitted and approved, in writing, at least 24 hours in advance of the shift to be swapped. A decision not to allow an exchange shall not be subject to the grievance or arbitration procedure.

ARTICLE XXXV - SAFETY AND HEALTH

- a. The employer agrees to provide a safe, clean and wholesome surrounding in all places of employment. At least once a week the Employer shall inspect the premises to maintain good housekeeping.
- b. The Employee shall at all times be concerned with the safety and health of the employees of their respective departments.
- c. The union will be allowed to appoint up to two (2) representatives (one from the treatment plant) to sit on the Town-wide Safety committee. Said representatives shall be given time off to attend safety committee meetings held during the employee's normal workday.
- d. When an employee reports any condition which he/she believes to be injurious to his/her health or if a piece of equipment is defective, worn or dangerous to operate because of its condition to the Communication Supervisor, the Supervisor shall correct the situation or have it corrected.
- e. This Article shall not be subject to the grievance and arbitration procedure.

ARTICLE XXXVI - MISCELLANEOUS

- a. Employees using their own personal vehicle for Police Department business shall be reimbursed at the Town established reimbursement rate in effect at that time.
- b. The Union will be provided with three (3) original copies of this agreement.
- c. Training stipend – As needed, the Department may designate a training officer to conduct training of a new employee. The training officer may be designated for a period not to

exceed eight (8) weeks duration unless otherwise extended by the Department. During the designated period as a training officer, the employee shall receive a training stipend of \$40 per week in addition to his/her regular weekly pay. In order to be eligible to receive the training stipend, the training officer will be required to prepare and submit progress and evaluation reports on the new employee as directed.

ARTICLE XXXVII – COMPENSATION

Section 1. Wages:

	Min	II	III	IV	V	VI	Max
July 1, 2004	\$14.03	\$14.74	\$15.48	\$16.25	\$17.07		
July 1, 2005	\$14.38	\$15.11	\$15.86	\$16.65	\$17.49		
January 1, 2006	\$14.38	\$15.11	\$15.86	\$16.65	\$17.49	\$18.36	
July 1, 2006	\$14.74	\$15.49	\$16.26	\$17.07	\$17.93	\$18.82	
July 1, 2007	\$15.11	\$15.87	\$16.67	\$17.50	\$18.38	\$19.29	\$20.25

- Effective January 1, 2006, a new maximum step (step 6) above the maximum step in effect will be added;
- Effective July 1, 2007, an additional step (step 7), above step 6, will be added.

To be eligible to advance to the new step 6 and/or step 7 as the case may be, an employee must have served for at least one year in the prior step. Employees who had not yet reached Step 5 (max) as of January 1, 2006 will advance to the new maximum steps, on their usual anniversary date, after one year in a step.

Section 2. The parties agree that the Town may take the steps necessary to convert to a bi-weekly system of payroll, if and when all other Town-side bargaining units agree to this provision.

ARTICLE XXXVIII – PERFORMANCE EVALUATION

A committee consisting of representatives of management and of the union shall meet for the purpose of developing performance evaluation procedures and instrument. Such procedures will be reduced to writing and will be incorporated into this Agreement.

ARTICLE XXXIX - DURATION OF AGREEMENT

Section 1. Effective Date This agreement shall be effective July 1, 2004 and shall remain in full force and effect until June 30, 2008. If funds are needed to implement any provision of this Agreement, then the Agreement shall be of no force or effect unless or until said funds are duly appropriated by the Town Meeting.

Section 2. Continuation Clause In the event a new contract is not signed by June 30, 2008, the present contract shall continue in full force and effect until a new one is signed.

Executed this ____ day of May, 2005.

AFSCME, COUNCIL 93

TOWN OF NORTH ANDOVER

Mark H. Rees, Town Manager

BOARD OF SELECTMEN

Rosemary C. Smedile, Chairman

James M. Xenakis, Clerk

Mark J.X. Caggiano

Thomas Licciardello

Donald B. Stewart

SIDE LETTER 1

- FAMILY MEDICAL LEAVE ACT - **REQUESTING AND USAGE OF LEAVE**

An employee who has been employed for twelve (12) consecutive months or who has worked 1,250 hours in the last twelve months is entitled to up to a total of twelve weeks of family medical leave in one calendar year. The leave shall be unpaid unless the employee elects to use accumulated paid leave.

An employee must notify the personnel department, in writing, of their request for family medical leave, with a control copy to the division director, at least 30 days in advance of the intended date upon which leave will commence and terminate, unless prevented by an emergency situation from giving that length of notice. The employee may be requested to provide a written medical certificate, within the time required under the law, to document that the employee is unable to perform essential job functions or the nature of the family illness. However, subject to medical documentation, an employee can certify that he/she is needed to care for the family member.

Family medical leave may be requested and must be granted for the birth of a child or to care for a newborn child, or adoption of a foster child or for a serious illness of the employee, his or her spouse, child, including adopted or foster child, or parent. Serious illness is defined in accordance with the *Family Medical Leave Act*, 29 CFR Sec. 825.114. Except for caring for a newborn or adopted child, when necessary, leave may be consecutive, intermittent or on a reduced hour schedule. In the event of pregnancy, family medical leave will begin on the date of birth of the child unless the employee opts to begin her leave on the date she is deemed disabled by her physician.

When requesting family medical leave, the employee should state which type of accrued leave to be utilized. An employee on maternity leave, or on leave for personal illness, shall be allowed to use accrued sick leave for the duration, and may use any accrued personal and vacation leave if sick leave is exhausted, for a total of twelve weeks. An employee requesting accrued leave to care for a family member shall be approved to utilize accrued sick leave for the first 30 days, or six weeks, and shall be pro-rated one day of vacation or personal leave for each additional week of leave requested. The other four days may continue to be deducted from accrued sick leave. Usage of leave under F.M.L.A. excludes application to sick leave banks.

The Town of North Andover will continue the employee's health benefits coverage during leave. The employee will continue to accrue holiday, vacation and sick leave credits during paid leave. In the event that the employee exhausts all accrued leave, there will be no further accrual of holiday, sick or vacation leave. Seniority, however, will accrue during the term of the leave. An employee taking such leave is entitled to be restored to the position held by the employee when the leave commenced, and will be entitled to any other benefits the employee would have accrued had he/she not taken family leave.

The Town may designate extended leave as *Family Medical Leave*, when appropriate.

ADOPTED: *North Andover Board of Selectmen, June 30, 1997.*

SIDE LETTER 2

- CALLBACK -

The parties agree that, in the 90-day period subsequent to mutual ratification of the provisions of this Memorandum of Agreement, the parties will meet to discuss mandatory callback provisions to ensure adequate staffing of the Communications Center.