

AGREEMENT BETWEEN
TOWN OF NORTH ANDOVER
AND
AMERICAN FEDERATION OF STATE, COUNTY,
AND MUNICIPAL EMPLOYEES,
COUNCIL #93, AFL-CIO
PUBLIC WORKS

EFFECTIVE JULY 1, 2007 to JUNE 30, 2009

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ARTICLE I - PREAMBLE

This Agreement is made and entered 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 #CR-2397, dated January 6, 1977, the Town, hereby recognizes the Union as the sole and exclusive representative of all employees of the Department of Public Works, with the exception of administrative and supervisory personnel (such as the Division Director, department heads, assistant department heads, general foreman, engineering personnel and laboratory personnel), for the purposes of bargaining with the respect to wages, hours of work, and working conditions.

ARTICLE III - MANAGEMENT RIGHTS

The Union recognizes that all of the functions, rights, powers, responsibilities and authority of the Town with regard to the operation of its work and business and direction of its work force which the Town has not specifically abridged, deleted, delegated, granted or modified by this Agreement are, and shall remain, exclusively those of the Town.

Not by way of limitation of the foregoing clause, the Town retains the right and responsibility to (1) hire, discharge, transfer, suspend and discipline employees for cause; (2) to determine the number of persons required to be employed, laid off or discharged; (3) to determine the qualifications of employees; (4) to determine the starting and quitting time of its employees; (5) make any and all reasonable rules and regulations; (6) determine the work assignments of its employees; (7) determine the basis for selection, retention and promotion of employees subject to Civil Service law; (8) determine the type of equipment, facilities, and work processes to be used.

ARTICLE IV - WORK RULES

The Town agrees to make no change in past practices relative to work rules or in the work rules themselves without prior consultation between the Town and three (3) representatives of the Union who shall be designated by the Union to consult with the Town in regard to the proposed changes. Such consultation shall take place within two (2) working days of the request for consultation delivered in writing to the Union president or other local officer, provided, such two (2) working day periods may be extended upon mutual agreement by the parties. A copy of the work rule or directive will be given to the Union President and another Union official to be kept for union records.

ARTICLE V - UNION RIGHTS AND PRIVILEGES

All job benefits heretofore enjoyed by the employees, either by State Statute or Civil Service, which are not specifically provided for or abridged in this Agreement, are hereby protected by this Agreement. No provision in this Agreement shall be construed to conflict with MGL c31, or any other provision of the General Laws.

ARTICLE VI - NON-DISCRIMINATION

The Town and Union agree that neither will interfere with, restrain, or coerce employees in the exercise of the rights guaranteed by the General Laws and that neither will discriminate, nor cause the other to discriminate with respect to appointment, tenure or employment, any term or condition of employment against any employee because of membership in the Union or any legal Union activities. No person shall be discriminated against on the basis of race, creed, color, sex, age, political belief, sexual preference, religion, and national origin.

The parties acknowledge the existence of the Town of North Andover's sexual harassment policy.

ARTICLE VII - 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 FEE.

- a) In accordance with MGL c150 E, s12, 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 beginning of such employment or the effective date of this Agreement, whichever is later.
- b) The Town agrees to deduct monthly 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.

ARTICLES VIII - SENIORITY

Seniority, according to this Agreement, shall consist of the accumulated paid service of the employee with the Town as a regular full-time employee and including temporary, continuous full-time employment prior to regular employment. The employee's earned seniority shall not be lost because of absence due to illness, authorized leave of absence, or temporary lay-off. The seniority list shall be brought up to date each year as soon as possible after April 1st and shall be posted in a conspicuous place. A copy of the seniority list shall be sent by mail to the designated secretary of the Union. Any objections to the seniority list shall be reported to the respective department head within ten (10) days or it shall stand approved. The principle of seniority in job grade or classification shall govern and control in cases of reassignment, reduction in working force, preference in shift work, overtime (Article X Section 4b) and choice of Vacation Time (Article XII Section 3h).

ARTICLE IX - VACANCY

Whenever there is a vacancy in any position covered by this Agreement said vacancy shall be filled in accordance with Civil Service Law. Prior to filling any vacancy within the bargaining unit, the Town shall post a notice of the vacancy in a conspicuous location for not less than 10 calendar days.

ARTICLE X - HOURS OF WORK

SECTION 1. REGULAR HOURS. The regular hours of work shall be from 7:30 a.m. until 4:00 p.m. with lunch from 12:00 noon to 12:30 p.m. Employees will be granted an additional (15) fifteen minutes lunch break on pay days. The workweek shall consist of five (5) consecutive eight (8) hour days, Monday through Friday, inclusive.

SECTION 2. SHIFT DIFFERENTIAL. An employee who is regularly assigned to work an evening shift, a night shift, or a weekend shift shall be paid an extra differential of 6% of his base wage (Article XI, Section 1) for all hours actually worked on said regular shift after 3:00 p.m. and before 7:00 a.m. on weekdays, and any regular shift on weekends. Such differential is paid only to employees regularly assigned to work an evening or night shift, or weekend shift, and is paid separate and apart from base pay and not included therein for any purposes.

SECTION 3. NOTIFICATION OF CHANGE. A fourteen (14) calendar-day notice in writing must be given by the department head to an employee or employees in the department if regular working hours or the regular work week is changed unless the change is mutually agreed upon by the department head and the Union or the department head and the employees involved, in a bonafide emergency situation.

SECTION 4. OVERTIME.

- a) In the event that a need for overtime should occur, overtime pay shall be paid at time and one half of the rate of pay to the permanent members of the department who work. Overtime shall be paid for those hours worked in excess of the normal workweek. Double time will be paid for work performed on holidays.
- b) Overtime work shall be distributed as equitably as possible. Department heads shall maintain a rotation list, which shall be posted in a conspicuous place, updated bi-weekly and shall distribute overtime in accordance with said list subject to the following: Initially be offered by seniority, then to be offered to employees with the lowest overtime hours within the job class (W1-W9) of work to be performed (see Appendix A).

Overtime hours will consist of overtime hours worked plus “no-show” hours, which are overtime hours offered but refused. An employee who, for any reason, does not participate in an emergency call-in pursuant to Article X, Section 5 will be charged no-show hours.

An employee who is out sick will not be offered overtime hours until the employee has returned to work for at least one shift.

Where overtime is a continuation of an employee’s regular work, the Town may assign that overtime to the employee who normally performs that work, without resort to the overtime list, and notwithstanding any other provision of this agreement.

- c) In the event that an employee is erroneously skipped in the overtime rotation, the remedy for this error shall be to place that employee at the top of the overtime list for the next available overtime opportunity for which the employee is normally eligible. In the event that the same employee is skipped again within a 90-day period, the employee may file a grievance at Step 2 of the grievance procedure in order to initiate an investigation. Based on the results of the investigation, the employee may be compensated for lost overtime. Such a grievance will not be subject to arbitration.
- d) Normally employees shall not be allowed to work over 24 consecutive hours. At the end of that period, employees will be allowed a six-hour break. The break will be unpaid, unless all or part of the break time falls during the employee’s regularly scheduled shift, in which case the employee will be paid only for the regular shift hours covered by the break. Any break time in excess of six hours will be unpaid irrespective of when it occurs

In the event of unusual emergency conditions, an employee who continues to work after completing 16 hours without a six-hour break, will be paid double time for every hour worked beginning with the 17th hour, until the employee receives the six-hour break described above. In this event, the double time compensation, referenced herein, will represent the total compensation for the hours involved, and will not be added to or combined with any other straight-time or premium compensation.

SECTION 5. EMERGENCY CALL-INS. The minimum time on call-ins shall be four (4) hours.

It is understood that the possibility of being called out for an emergency is part of the job inasmuch as the safety of the public is involved and as such the employee shall be required to report to work when directed, unless he has sufficient reason.

An employee called in to perform work in an emergency shall be permitted to return home after completing his assignments, and shall not be required to perform any non-emergency work.

The Town will make its best efforts to provide food for employees working during an extended emergency.

SECTION 6. ON-CALL DUTY AND COMPENSATION.

- a) For the purpose of assuring that a number of employees are on call, available, and fit for duty to respond to emergencies, the Town may assign employees to on-call duty. Such duty shall require the employee to carry an electronic paging device at all times outside the employee's regular workday, whereby the employee can be summoned to work on short notice. Response time shall be within 30 – 45 minutes, if practicable.
- b) The period of on-call duty shall be seven (7) consecutive days.
- c) The Town will assign on-call duty to qualified personnel based upon a process developed by the department head and communicated to the union. At the water treatment plant, the on-call duty shall continue to rotate among licensed and qualified personnel.
- d) In unusual circumstances, an employee may skip his/her scheduled turn in the rotation or a part thereof but only if: (1) three days advance notice is given to the Department, where practicable, (2) the Department Head approves the skip, and (3) the Union, after consultation, raises no objection.

An employee on on-call duty who becomes physically unable to perform such duty shall attempt to secure a replacement and shall, in any event, promptly notify the Department Head of such inability.

- e) The compensation for on-call duty, apart from overtime for responses to call-outs, shall be eight (8) hours pay at the employee's regular rate under Article XI, Section 1.

SECTION 7. COFFEE BREAKS AND WASH-UP PERIOD. Employees will be provided a paid fifteen (15) minute coffee break in the morning, a paid fifteen (15) minute coffee break in the afternoon and a paid fifteen-minute wash-up period before the expiration of each shift.

SECTION 8. ADDITIONAL COFFEE BREAKS. Any employee, who works beyond his normal quitting time, for any reason, shall receive a paid fifteen (15) minute coffee break in every 3-hour period.

SECTION 9. EMPLOYEES ON WORKERS COMPENSATION. Employees who have been out of work due to a work related injury and who have been receiving Workers Compensation will be given preference, in returning to work, in the filling of a position vacancy for which they are qualified and are deemed capable of performing the duties of such position by a physician selected by the Town.

SECTION 10. SHIFT SWAPS. Water Treatment Plant employees may swap shifts, subject to Town approval, by submitting a request to the department head no less than 72 hours prior to the first shift affected by the swap. Both ends of the swap must be completed within two weeks.

ARTICLE XI - COMPENSATION

SECTION 1. WAGE SCHEDULE

Wage rates shall be in accordance with the following schedule:

July 1, 2007	2.5%			
	min	II	III	max
W-1	\$14.73	\$15.28	\$15.83	\$16.42
W-2	\$15.08	\$15.69	\$16.18	\$16.66
W-3	\$15.83	\$16.38	\$16.85	\$17.38
W-4	\$16.38	\$16.85	\$17.38	\$17.95
W-5	\$16.85	\$17.38	\$17.95	\$18.48
W-6	\$17.64	\$18.21	\$18.78	\$19.35
W-7	\$18.70	\$19.28	\$19.79	\$20.35
W-8 G1 T/C	\$19.80	\$20.41	\$20.92	\$21.73
G2 T/C	\$20.81	\$21.39	\$21.97	\$22.80
G3 T/C	\$21.82	\$22.44	\$23.05	\$23.93
G4 T/C	\$22.92	\$23.55	\$24.18	\$25.09
W-9 G4 T/C	\$25.61	\$26.33	\$27.01	\$28.06
July 1, 2008	0.0%			

License Requirement: T/C – Treatment or Combined

SECTION 2. STEP INCREASES.

- a) An employee shall receive the increment between his present rate and the next higher step rate as follows:
 - 1) After completion of six months at the minimum or entrance rate.

- 2) Thereafter one year from the date of his previous increase until he attains the maximum rate of the range of the compensation grade to which his position class is assigned.
 - 3) The increase in rate, which this increment represents, must be recommended by the employee's department head and approved by the Town Manager.
 - 4) The increase shall be based on performance of the employee during the preceding six-month or twelve-month period and not solely on length of service.
- b) Any employee occupying a position in the classification plan who is not recommended to receive the increment shall have the right to appeal to the Town Manager.
 - 1) Upon receipt of such appeal, the Town Manager may initiate and approve the increment without the recommendation of the department head after hearing both the employee and the department head or may deny the appeal.
 - 2) In the event of the Town Manager's denial of the appeal, the employee involved may appeal to the Town for a final at a subsequent Town Meeting in a special article the Town Warrant.
 - c) A new full-time employee denied an increment after six months continuous employment shall be considered again for such increment following completion of an additional six months continuous employment.
 - d) An employee receiving a promotion to a vacant position or to a new position shall, upon assignment resulting from such promotion, receive the rate in the compensation grade of the vacant or new position next above his/her existing rate, provided the grade is \$.25 above their existing rate.
 - e) The employee receiving a promotion and adjustment in rate pursuant to the provisions of the preceding sub-section shall receive the next increment of his compensation grade effective following completion of six months at the rate resulting from the promotion.
 - f) The Town Manager may authorize an entrance rate higher than the minimum rate upon recommendation of a department head, supported by evidence in writing of special reasons and exceptional circumstances.

SECTION 3. WORKING OUT OF GRADE. An employee called upon to do work in a higher classification 45% or more of any working day shall be paid at the rate of the higher classification. An employee of one classification called upon to perform duties in a lower classification shall be paid the rate of the higher classification.

ARTICLE XII - FRINGE BENEFITS

SECTION 1. LONGEVITY.

- a) An employee of the town who has been in continuous full-time employment shall be paid, in addition to the compensation received under the present plan, annual increments determined as follows:

<u>Years of Service</u>	<u>7/1/07</u>
Over 5, but not over 10 years	\$ 500
Over 10, but not over 15 years	\$ 800
Over 15, but not over 20 years	\$ 900
Over 20, but not over 25 years	\$1,000
Over 25 years	\$1,100

Longevity will be prorated for regular part-time employees.

- b) An employee will become eligible for longevity increments on the 5th, 10th, 15th, 20th, and 25th anniversary date of his/her employment; and the amount of increment to which he/she is entitled for the then current fiscal year will be determined by pro-rating the annual increment or increases in that fiscal year in two payments of equal amounts.
- c) An employee who qualifies for longevity 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 layoff, military service, or other reasons not resulting from the employee's own action, total service will be considered as continuous service.

SECTION 2. HOLIDAYS.

- a) The following days shall be recognized as paid, legal holidays on which days permanent employees shall be excused from all duty not required to maintain essential Town services:

NEW YEAR'S DAY	COLUMBUS DAY
MARTIN LUTHER KING DAY	VETERAN'S DAY
WASHINGTON'S BIRTHDAY	THANKSGIVING DAY
PATRIOT'S DAY	DAY AFTER THANKSGIVING
MEMORIAL DAY	½ DAY CHRISTMAS EVE
INDEPENDENCE DAY	CHRISTMAS DAY
LABOR DAY	

- b) Every employee in a permanent position shall be entitled to these designated holidays on the following terms:

- 1) For overtime purposes, the actual holiday will be paid at double time and the designated holiday will be paid at time and one-half.
 - 2) If paid on an hourly basis, they shall receive one day's pay at their regular rate based on eight (8) hours work.
 - 3) If paid on a weekly, semi-monthly or annual basis, they shall be granted each designated holiday without loss of pay.
- c) Payment under provisions of this section shall be made provided the eligible employee shall have worked on his last regularly scheduled working day following such holiday, or was in full pay status on such preceding and following days.
 - d) An employee in continuous employment who performs work on one of the days designated in paragraph a) or, in the case of an employee in continuous employment whose regular day off or vacation day falls on any of the aforementioned holidays, an additional day off shall be allowed, or payment in lieu of one day shall be allowed, in addition to the amount to which he is entitled under paragraph b). If an additional day off is chosen by the employee, such day must be taken within a 120 day period.
 - e) An employee in continuous employment, who, because of a rotation of shifts, works different days in successive weeks shall be granted, in each year in which the number of holidays falling on his regular days off is in excess of the number of holidays in the year falling on Saturday, additional days off equal to the excess.
 - f) Whenever one of the holidays set forth in paragraph a) falls on a Sunday, the following day shall be a day off. When a holiday falls on a Saturday, the preceding day shall be a day off.
 - g) When an employee works both the holiday and the legal holiday, they will only receive holiday pay for one of those days – the one with the most hours worked.

SECTION 3. VACATION LEAVE.

- a) A full time employee in continuous service shall be granted vacation time with pay at the following rates:
 - 1) An employee who has completed one year of service shall be entitled to two (2) weeks of vacation with pay per year. After six months of employment, an employee shall be entitled to one (1) week of his/her initial vacation allowance in advance, in which case he/she shall receive one week of vacation after his/her first year of service.
 - 2) An employee who has completed five years of service shall be entitled to three (3) weeks of vacation with pay per year.

- 3) An employee who has completed ten years of service shall be entitled to four (4) weeks of vacation with pay per year.
 - 4) Beginning with the completion of sixteen years of service, an employee shall have one additional vacation added to his/her previous year's total annual vacation allowance for each year through nineteen years of service (i.e., 16 years = 21 days, 17 years = 22 days, 18 years = 23 days and 19 years = 24 days).
 - 5) An employee who has completed twenty years of service shall be entitled to five (5) weeks of vacation with pay per year.
- b) Upon a 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 had not been used. 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 separation from the payroll.
 - c) Employees who are eligible for vacation under these rules and whose services are terminated by dismissal through no fault or delinquency of their own, or by retirement, or by entrance into the armed forces, shall be paid an amount equal to the vacation allowance as earned, and not 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.

- d) Absences on account of sickness in excess of that authorized under the rules therefore, or for personal reasons as provided for under other leave may, at the discretion of the department head, be charged to vacation leave.
- e) An employee shall be granted an additional day of vacation if, while on vacation leave, a designated holiday occurs which falls on a day of the normal workweek.
- f) Vacation allowances provided under the terms of this section shall not be permitted to accumulate in excess of five weeks and shall be granted by the head of the respective department of the Town at such time as in his/her opinion will cause the least interference with the performance of the regular work of the Town.
- g) Employees will receive their full vacation allowance on their anniversary date, based upon their months of active service during the preceding anniversary year.
- h) Employees shall be permitted to request specific vacation dates and where the granting of such a request will not duly interfere with the performance of the normal Town business, such request shall be granted in whole or in part, on a seniority basis.

Whenever, in the sound judgment of the department head involved, the granting of any vacation at the time requested will unduly interfere with the performance of Town business, notification shall be given to the employee as specified in paragraph i, before the start of the time requested, in which event the employee shall be permitted to select an alternative time.

- i) Time limits for vacation request notification and denial notification, in relation to length of vacation.

<u>Length of Vacation</u>	<u>Request Notification</u>	<u>Denial/Approval</u>
1 day	47 hours	24 hours
2-days	47 hours	24 hours
3-4 days	1 week	48 hours
1 or 2 weeks	3 weeks from date of schedule release	1 week
Over 2 weeks	4 weeks	2 weeks

Weekends and holidays will not be included as notification time unless the department head accepts the request on a weekend or holiday when both are working.

All requests submitted in duplicate for time off will be signed and dated by both employee and management and a copy will be given to the employee. If any request is denied, the specific reason will be written in a space provided on the request form.

SECTION 4. SICK LEAVE

- a) A full time employee in continuous service who has completed six (6) months of service shall be allowed six days leave with pay and thereafter shall be allowed leave of one and one quarter (1¼) days for each month of service, provided such leave is caused by sickness or injury or by exposure to contagious disease.
- b) There shall be unlimited accumulation of unused sick leave granted under paragraph a).
- c) If the amount of leave credit provided under paragraph b) has been or is about to be exhausted, an employee may make application for additional allowance to that provided under paragraph a). Such application shall be made to the Town Manager who is authorized to grant such additional allowances as he may determine to be equitable after reviewing all circumstances including the employee's attendance and performance record prior to conditions supporting his request for the additional allowance.
- d) Sick leave must be authorized by the department head and must be reported, on blanks provided for same, to the Town Manager.
- e) A physician's certificate of illness may be required by the department head after three (3) consecutive days of absence before leave is granted under the provisions of this Section. This certificate shall be forwarded by the department head to the Town Manager. In the case

of suspected sick leave abuse, the Department Head reserves the right to investigate such abuse, including requiring a physician's certificate.

- f) The Town Manager may, at his/her discretion, require medical examination of any employee who reports their 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 self-imposed, or resulting from the use of alcohol or drugs shall not be considered a proper claim for leave under this Section.
- h) Payments made under the provisions of this Section will be limited in the case of an employee who is receiving Workman's Compensation and the employee's regular rate. In the event of payments made to an employee under the preceding subsection, the Town Manager may debit the employee's sick leave accrual by such amounts as it determined to be equitable in relation to such payments.
- i) Sick leave may be used by an employee participating in a certified alcohol or drug rehabilitation program. This benefit may only be used by an employee no more than once every fiscal year.
- j) Employees shall be allowed to use sick leave up to a maximum of (3) days per year, when an employee's spouse, children, or person living in the household is ill. These sick days shall be deducted from the employee's accumulated sick time.

SECTION 5. PERSONAL LEAVE. Employees who have completed their probationary period shall be entitled to four (4) personal days per year on July 1st. Employees may request or submit a request in advance to take a personal day subject to the approval of the department head. Request to schedule a personal day shall be handled in the same manner as vacations. Such leave shall be subject to prior approval with reasonable notice to the employee's department head. Reasonable notice shall consist of 48 hours notice, unless circumstances are such that 48 hours notice is impossible. Unused personal leave cannot be carried over into the next fiscal year.

SECTION 6. BEREAVEMENT LEAVE. Paid bereavement leave up to five (5) working days shall be allowed for the death in an employee's family (spouse, children, and parents of either spouse). Paid bereavement leave up to three (3) working days shall be allowed for the death in an employee's family for brothers, sisters, grandparents or grandchildren and persons in the immediate household.

SECTION 7. JURY LEAVE. An employee shall provide his/her department head with as much notice as possible when called for jury duty and shall provide the department head with notice of the dates of such jury duty. Employees shall receive their regular compensation for the first three (3) days of jury duty, in accordance with the provisions of MGL c234A. Employees are required to submit a Juror Service Certificate to their department head in order to receive their regular compensation for days on which they performed jury duty.

SECTION 8. MILITARY LEAVE. Employees will be granted military leave in accordance with federal law and state law as adopted by Town Meeting.

SECTION 9. TERMINAL LEAVE. An employee whose service is terminated by retirement or death shall be allowed a portion of his accumulated sick leave as terminal leave. The following formula shall be used in computing the amount of terminal leave to be allowed a retiring or deceased employee.

- a) Twenty-five (25) whole years of continuous full time service shall be considered 100% service.
- b) Employees retiring with twenty five (25) years or more of continuous, full time service who, at the time of retirement, have accumulated to their credit 120 or more unused sick leave days will receive a terminal leave benefit pursuant to the following formula: 50% of all accumulated, unused sick leave credited to them.
- c) An employee who qualifies for terminal leave with less than twenty five (25) years service shall be entitled to the same percentage that the number of his years of service bears to the 100% service factor of twenty five (25) years.
- d) For employees hired after July 1, 2005, terminal leave shall be limited to no more than 25 days accumulated sick leave or five (5) work weeks, whichever is the lesser.

SECTION 10. OTHER LEAVE. Absences for personal reasons may be charged to vacation leave upon application by the employee and approved by his 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.

SECTION 11. MATERNITY LEAVE.

- a) Every full-time and regular part-time employee who has completed the initial probationary period of employment shall be entitled to a leave of absence without pay or benefits for a period of eight (8) weeks for purposes of giving birth. The employee must 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 eight (8) weeks shall be restored to her previous 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 conditions, which apply to other temporary medical disabilities.
- d) An employee who is not otherwise on full-pay status (i.e., paid sick leave or paid vacation leave) can continue group health insurance coverage during a maternity leave by paying the full premium costs in advance on a monthly basis.

SECTION 12. FAMILY AND MEDICAL LEAVE. An employee is entitled to up to twelve (12) weeks of family and medical leave in any given year pursuant to the Family and Medical Leave Act of 1993, and up to 24-hours of leave for qualifying events under the Massachusetts Small Necessities Leave Act. Leave for this purpose is unpaid, except where paid leave is available under another provision of this agreement. The parties agree that qualifying leaves will be handled in accordance with these statutes and the Town's policy.

SECTION 13. ACCRUAL OF LEAVE. Employees shall not accrue any paid leave (sick or vacation) while in a no pay status of any duration, or while on paid leave of any type after being on leave for 90 days or more.

ARTICLE XIII -- PROFESSIONAL DEVELOPMENT AND TUITION REIMBURSEMENT PROGRAM

SECTION 1. TUITION REIMBURSEMENT A continuous full-time employee having completed his/her six month probationary period, shall be eligible to receive professional/ educational (tuition) reimbursement. Reimbursement will be provided in accordance with provisions of this section provided the employee receives an advanced favorable recommendation by the Division Director and/or approval by the Town Manager, subject to the appropriation of funds. Priority will be given to funding payment of TCH, CDL, and other certificate courses required to maintain license.

SECTION 2. LICENSE COURSES The town shall pay or reimburse the full cost of TCH courses, CDL courses, and other certificate courses required by the Town or to maintain a license for an employee's position. Reasonable time off shall be granted for attendance at licensed courses held during normal work hours.

SECTION 3. TUITION REIMBURSEMENT FOR POST- SECONDARY EDUCATION

- a) The schedule of courses selected must not interfere with the employee's normally assigned working hours. Time off with pay will not be allowed for an employee to attend courses in connection with the Tuition Reimbursement Program. No meal or transportation allowance shall be given.
- b) Employee participation in a degree program at an accredited college will be allowed to complete all courses necessary for the award of the degree as long as the degree being sought is job related. Employees participating in individual courses for continued improvement in specific skills will have to prove the job-related nature for each individual course. Payment for these courses is subject to the approval of the Director of the Department of Public Works and the availability of funds.
- c) Tuition reimbursement will be paid at Massachusetts State University credit hour rates (i.e. Salem State rates) for course work at an approved college or university.
- d) Payment to employees for completed course work shall be paid at the end of the semester. Employees must complete each course with a C or better, (or "pass" if the course is offered only on a "pass/fail" basis) from an accredited college, to receive tuition

payment. Tuition reimbursements will be made only upon receipt of the employee's grades.

- e) No payment will be made for registration fees, books, and supplies or travel expenditures.
- f) Reimbursement shall be made "first come, first serve" to employees based on the date of submission of the desired course(s) for approval.

ARTICLE XIV - GRIEVANCE PROCEDURE

SECTION 1. DEFINITION OF GRIEVANCE. A grievance is defined as a dispute, which may arise over the application, meaning or interpretation of this Agreement and should be processed according to the steps in Section 2.

SECTION 2. GRIEVANCE STEPS.

Step 1. All grievances shall be first brought in writing before the department head or his designee within five (5) working days from the date of the occurrence or knowledge of the occurrence by the aggrieved person. However, in no case shall the grievance be presented later than fifteen (15) days after the date of the occurrence, otherwise, the right of the grievant to submit the grievance shall be waived.

Step 2. If the matter is still not resolved, the grievance shall be filed in writing with the Division Director or his designee. A grievance shall be submitted to the Division Director within five (5) working days after receipt of a reply from the Department head or ten (10) working days after the date it was submitted to the department head whichever is sooner.

Step 3. If the matter is still not resolved the grievance shall be filed in writing with the Town Manager or his designee. A grievance shall be submitted to the Town Manager within five (5) working days after receipt of a reply from the Division Director or ten (10) working days after the date it was submitted to the Division Director whichever is sooner. The Town Manager shall reply in writing within seven (7) working days.

Step 4. If the matter is still not resolved, either party may, within thirty (30) days after the date the Town Manager's disposition is due, submit the matter to arbitration as provided for in this Agreement. Where the grievance involves disciplinary action, which is defined as and limited to oral reprimand, written grievant shall elect in writing as exclusive remedy for resolving the dispute. He must choose either arbitration as provided for in this Agreement or another method such as an appeal to Civil Service but not both.

SECTION 3. RIGHTS OF GRIEVANT. The grievant along with a Union representative may be present at all meetings between management and the union that are held regarding the grievance.

ARTICLE XV- ARBITRATION

SECTION 1. If the arbitration procedure is elected to resolve a grievance pursuant to Step 4 of the grievance procedure, the matter shall be processed in accordance with the rules and regulations of the American Arbitration Association. The Town and Union shall share equally in the cost of the arbitration proceedings. The arbitrator shall be without power to alter, amend, add to, or subtract from the express language of this Agreement. The decision of the arbitrator shall be final and binding on the parties. Money awards resulting from a decision by the arbitrator shall in no case be retroactive prior to the date of the submission of the grievance in writing by the Union.

ARTICLE XVI - 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 five (5) employees of which no more than two (2) shall be from the same department. Union stewards shall be allowed reasonable time 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 three (3) 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, provided that they notify the department head beforehand.

SECTION 3. BULLETIN BOARD. The Town shall provide bulletin board space in conspicuous places for the posting by the union of notices regarding Union business and activities.

SECTION 4. DISCIPLINARY NOTICE. When any written notice of disciplinary action is taken against an employee, the department head shall send a copy of the notice to the union steward.

SECTION 5. DISCIPLINARY TIME LIMIT. If Management wishes to initiate disciplinary action against an employee, it must initiate such action within one year of when the department head knew or should have known of the employee's involvement in the incident giving rise to the discipline.

ARTICLE XVII - MISCELLANEOUS PROVISIONS

SECTION 1. CLOTHING. The Town shall provide every employee with foul weather gear. Such gear shall be the property of the Town. In addition, the Town shall provide a clothing allowance to each member of \$600 per year. Payments, in a separate check, will be made by August 1 of each fiscal year with the department head reserving the right to ask for receipts. The Town shall have the right to send an employee home if he/she does not have the proper work shoes or proper attire.

SECTION 2. CONTRACTING OUT WORK.

- a) The Town reserves the right to contract out any work but warrants that no member of the union employed as of July 1, 2002 shall be laid off or discharged in so doing. However, it is

recognized that the Town may reclassify an employee or transfer an employee to another Town department in the event that work, customarily performed by members of the union, is eliminated. In the event of such reclassification or transfer, changes shall be made on a seniority basis and, in no case, shall an employee receive a downgrade.

- b) When all efforts have been made to utilize bargaining unit members to operate Town equipment, the Town can hire outside contractors to fill in and operate Town Equipment. This section in no way limits the Town in lending or leasing equipment.

SECTION 3. AUTO ALLOWANCE. Any employee who is requested by his department head to use his own private vehicle in the exercise of Town business shall be compensated at the standard Town rate upon submission of a voucher and approval by the department head.

SECTION 4. HELPERS. Helpers may be provided for trucks normally engaged in sanding, salting or plowing from the hours between dusk and dawn, but at no time shall a driver refuse to take out a vehicle when a helper is not available.

SECTION 5. LICENSES AND FEES. The Town shall reimburse an employee for the cost of required or necessary operating licenses including all fees for drivers licensed above class 3. The Town shall not be responsible for any training costs incurred to obtain any licenses.

SECTION 6. SAFETY COMMITTEE 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.

SECTION 7. TOWN OF NORTH ANDOVER ALCOHOL AND DRUG TESTING POLICY. The parties agree to implement the CDL Drug and Alcohol Testing Policy dated March 31, 1999.

SECTION 8. - ANNOUNCEMENT OF RETIREMENT - An employee who has attained twenty-five (25) years of service, who is eligible for retirement, must notify the town in writing by December 31st of the current fiscal year, of the definite date of his or her retirement in the next fiscal year and shall receive one thousand dollars (\$1,000) upon date of retirement.

ARTICLE XVIII- STRIKES

The Union agrees that during the term of this contract, the Union, its agents, nor its members will authorize, aid, or assist, instigate, or engage in any work stoppage, slow-down, sick-out, refusal to work or strike against the Town, nor shall the employer engage in a lock-out.

ARTICLE XIX- DURATION OF AGREEMENT

SECTION 1. EFFECTIVE DATE. This Agreement shall be effective July 1, 2007, and shall remain in full force and effect to June 30, 2009. 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, 2009, the present contract shall continue in full force and effect until a new one is signed.

Executed this ____ day of November, 2008.

AFSCME COUNCIL 93, LOCAL 2978

TOWN OF NORTH ANDOVER

Mark H. Rees, Town Manager

BOARD OF SELECTMEN

Rosemary C. Smedile, Chairman

Mark J.T. Caggiano

Daniel Lanen

Richard Nardella

Tracy Watson

APPENDIX A

LIST OF CLASS SPECIFICATIONS

W-2	LABORER AND MOTOR EQUIPMENT OPERATOR
W-3	MOTOR EQUIPMENT OPERATOR (MEO) SKILLED LABORER AND LIGHT TRUCK DRIVER MAINTENANCE MAN WATER METER READER
W-4	HEAVY MOTOR EQUIPMENT OPERATOR (HMEO) CLASS B TRUCK DRIVER AND LABORER
W-5	SPECIAL MOTOR EQUIPMENT OPERATOR (SMEO) MAINTENANCE CRAFTSMAN (WATER & SEWER) TREE CLIMBER AND SURGEON
W-6	MECHANIC - TOWN & DEPARTMENT VEHICLES WATER METER REPAIR CRAFTSMAN
W-7	WORKING FOREMAN
W-8	SENIOR WORKING FOREMAN Grade 2 (Non Licensed) GRADE 1 TO 4 LICENSED DRINKING WATER TREATMENT PLANT OPERATOR SEWER WATER MECHANIC Grade 3 SEWER WATER ELECTRICIAN Grade 4
W-9	WATER-SEWER O/M CHIEF