



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

July 1, 2025- June 30, 2028

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**TOWN OF ANDOVER
MASSACHUSETTS**

**Collective Bargaining Agreement
between
Town of Andover
and
Andover Independent Employees Association**

Effective July 1, 2025 - June 30, 2028

PREAMBLE:

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

ARTICLE 1: RECOGNITION

The Employer recognizes the Association as the sole and exclusive bargaining agent for the purposes of establishing salaries, wages, hours of employment, and other terms and conditions of employment for all full and part-time employees of the general government and library.

All Town employees employed in IE positions, enumerated in Appendix A, are members of the Association.

ARTICLE 2: MANAGEMENT RIGHTS AND RESPONSIBILITIES

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

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

Provided further, that only as otherwise expressly provided by the terms of this agreement, nothing shall be construed to in any way alter, modify, change or limit the authority of the Town Manager or Select Board as provided by law or the Charter of the Town of Andover.

ARTICLE 3: NO STRIKES

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

ARTICLE 4: ASSOCIATION DUES/ AGENCY SERVICE FEE

4.1 Payroll Deduction of Dues/Initiation Fee:

Pursuant to the provisions of the General Laws, Chapter 180, Section 17A, association dues shall be deducted weekly by the Town from the salary of each employee who executes and remits to the Town a form of authorization for payroll deduction of association dues. Remittance of the aggregate amount of dues shall be made to the Association Treasurer within thirty (30) days after the month in which dues are deducted. Employees in positions represented by the Association may voluntarily choose one of the following:

- (i) to pay initiation fees and dues, or
- (ii) not to pay any initiation fees or dues.

The Association and the Town will not discriminate or retaliate against any employee based on the employee's election to pay or not to pay initiation fees and dues or an agency service fee.

4.2 Payroll Deduction of Agency Service Fee:

The Association agrees to indemnify the Town for damages or costs in complying with this article.

ARTICLE 5: ASSOCIATION RIGHTS AND RESPONSIBILITIES

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

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

ARTICLE 6: WORK DAY AND YEAR

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

Town Offices: The regular work week for most Town Office employees shall be Monday through Friday, 8:30 a.m. until 4:30 p.m., with a 45-minute unpaid lunch break (36.25 hours per week). The Community Development and Planning Division has variable hours between 7:00 a.m. and 5:00 p.m. with a 45-minute unpaid lunch break.

Community Services Department: The work week for employees in the Community Services Department shall be a regular five-day schedule of hours Monday through Friday, (36.25 hours per week) between 7:30 a.m. and 5:00 p.m., with a 45-minute unpaid lunch break. Hours may be extended or shifted to include evenings or Saturdays at the discretion of the Department Head. Association members employed before January 1, 2017 shall not have their regular work hours changed, however they may be asked to work Saturdays or evenings on a volunteer basis. Youth Services employees' hours shall range between the hours of 7:00 AM and 9:00 PM depending on programming schedules.

Memorial Hall Library: The regular work week for Library employees shall be 37.5 hours with a daily one-hour unpaid allowance for lunch or dinner. Schedules may include alternate weekends and no more than two nights as assigned by the Department Head.

All Association library employees who work on Sunday shall be paid at the rate of time and one half 1.5 for the hours worked on Sunday.

Department of Public Works and Department of Facilities: The regular work week for employees in the Department of Public Works and Facilities shall be Monday through Friday, variable hours between 7:00 a.m. and 5:00 p.m., with a 45-minute unpaid lunch break (36.25 hours per week).

Police: The regular work week for office employees shall be Monday through Friday, 8:00 a.m. until 4:00 p.m., with a 45-minute unpaid lunch break (36.25 hours per week). The regular work week for the Parking Meter Supervisor shall be Monday through Friday, 8:45 a.m. until 4:15 p.m. with a 30-minute paid lunch break, (37.5 hours per week). The Animal Control Officer shall work Monday through Friday from 8:30 until 4:00 p.m., with a 30-minute paid lunch break (37.5 hours per week).

Fire: The regular work week for Fire employees shall be Monday through Friday, variable hours between 7:30 a.m. and 5:00 p.m., with a 45-minute unpaid lunch break (36.25 hours per week).

Information Technology: The regular work week for Information Technology employees shall be Monday through Friday, variable hours between 7:00 a.m. and 5:00 p.m., with a 45-minute unpaid lunch break (36.25 hours per week).

- 6.2 In general, the work week shall be Monday through Friday unless otherwise specified. For payroll purposes the pay week shall commence Sunday at midnight and run through Saturday at midnight.

The Town will have the ability to open Town Offices for services on two evenings, Monday through Thursday until 7:30 PM. The Customer Service Ambassadors will primarily be scheduled through the Customer Service Center and/or their respective division or department offices. Schedules for such staffing models will be scheduled for a fixed six-month period.

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

ARTICLE 7: COMPENSATION AND CLASSIFICATION

7.1 Classification of Positions:

All positions in the administrative service of the Town shall be grouped into grades, and each grade shall include those positions sufficiently similar in respect to their duties and responsibilities so that similar requirements as to training, experience, knowledge, skill, personal qualities, and the similar rates of compensation are applicable thereto. See Appendix A.

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

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

Whenever a significant change is made in the duties and responsibilities of a position either involving the addition of new assignments or the taking away or modification of existing assignments, such changes shall be reported to the Town Manager, or their designee, by the appropriate Department Head. The Town Manager, or their designee, shall investigate such changes and, if they are permanent and call for reclassification, the Town Manager shall cause the position to be allocated to the appropriate grade.

7.2 Reasonably Related Duties:

Regardless of the job description, an employee may be assigned by their supervisor to perform any duties listed in the grade specification, other tasks of a similar nature and complexity, or duties from lower-level grades within the same or related job series.

7.3 Performing Higher Grade Duties:

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

7.4 Classification Review Procedure:

1. A reclassification may be necessary to ensure that a job description accurately reflects the duties that are required of a position. Reclassifications are strictly about the position, not about the person in the position. When an incumbent acquires new skills or training, although it is a benefit to the organization, it does not necessarily mean that their job should be reclassified to match these new skills. Also, the reclassification process is not intended to provide additional compensation to an incumbent based on performance.
2. A Department Head may request the reclassification of an employee's job description upon a restructuring or reorganizing of the work of the employee's job. The request, accompanied by a draft job description showing changes in the job duties will be made to the Town Manager and Chief People Officer & Director of Human Resources by September 15th for any requested changes for the upcoming fiscal year.
3. An Association employee may request to have the classification of their position reviewed by their Department Head when they feel their duties and responsibilities have changed significantly. Employees who request a classification review may submit in writing the basis for their review, outlining changes to their job, and provide all necessary details regarding their request. The request must be made by September 15th to their Department Head and Chief People Officer & Director of Human Resources simultaneously or within reasonably close proximity to each other.
4. The Town Manager has the right, at their discretion, to consider reclassifications at any time throughout the year and it remains the Town Manager's decision to

exercise or not exercise such discretion. Any decisions related to reclassification shall not be subject to the grievance and arbitration process, and the Town Manager's decision to consider a reclassification shall not create a practice or establish any precedent.

5. A reclassification form must be attached to the revised job description. This form is available in the Human Resources Department and will include a description of the duties and responsibilities that have changed and/or have been added. It will also include an assessment of duties that have remained the same. It must be signed and dated by the Department Head, along with a confidential letter of recommendation supporting or disapproving the request. The draft job description, form, and the confidential management letter will be sent to the Chief People Officer & Director of Human Resources. Please note, changes in duties must be significant and substantial. Adding similar level duties to a job description does not change the classification. Within ten working days of receiving such a request, a review meeting will be scheduled by the Chief People Officer & Director of Human Resources with relevant parties.
6. Once the meeting has occurred, and all necessary information has been provided by the department seeking a reclassification, a written decision to the Department Head and the employee will be provided within 30 business days. If it is determined a classification change is necessary, then a new job description will be issued to replace the current job description. If a classification change is not necessary, then the new duties and responsibilities will be added as an addendum to the existing job description.
7. Any changes to job descriptions or new job descriptions shall be provided electronically to the Association before they are finalized and made official. The Association shall be notified of all reclassifications immediately upon approval.
8. The Town Manager's decision whether to reclassify a position shall not be subject to the grievance and arbitration process, and the Town Manager's decision to reclassify shall not create a practice or establish any precedent.

7.5 Pay Schedules:

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

7.6 Adjustment of the Compensation Plan:

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

7.7 Non-Exempt and Exempt Positions:

The annual pay rates prescribed herein are based on full-time employment at normal working hours for the respective grades of positions, provided however, that the salaries of exempt positions are fixed according to the responsibilities to be fulfilled and are not based on a fixed number of hours of work per week and shall not be adjusted with variations in work schedules, unless part-time employment is specifically provided. All regular, permanent full-time employees shall be paid the rates prescribed herein for their respective grades of positions. Compensation of part-time positions shall be determined as provided in Section 7.8.

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

7.8 Compensation of Part-time Employees:

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

7.9 Compensation on Initial Employment:

Original appointment to any position shall be made at the rate as established by the Town Manager and advancement from entrance rate to the maximum rate within a pay range shall be by successive steps.

7.10 Starting Rate on Return from Military Service:

Any employee who leaves the Town service to enter active service in the armed forces of the United States at a time of national emergency or who is required to fulfill a military or other national service obligation and who is subsequently reinstated to a position previously held by them shall be entitled to receive the rate of compensation at the step at the time of separation or higher.

7.11 Compensation Advancement:

An employee shall be advanced to the next higher rate in the appropriate range after the completion of each full year of service, provided their service has been satisfactory. An employee's salary may be advanced to the higher rates within the range as recommended by the department and approved by the Town Manager based upon performance and length of service. Such advancement shall be made yearly until the employee has reached the maximum rate of the salary range for their position. Anniversary dates for such review shall be the employee's last date of appointment or promotion.

- On July 1, 2023, employees with at least 10 years of service, but not more than 15 years of service (including up to the day before their 16th anniversary) to the Town of Andover will receive a \$1000.00 increase to their base salary.
- Beginning on July 2, 2023, employees who reach their 10-year anniversary date will receive a \$1000.00 increase to their base salary. The \$1000.00 increase shall be considered a 10-year anniversary step and base pay will only be adjusted by \$1000.00 once, and in recognition of the employee's 10-year anniversary. Service as a seasonal employee and/or intern shall not count as years of service for the purposes of this provision.
- Upon completing 20 years of service to the Town and 1 year at step 8, the employee is eligible to move to Seniority Step A (step 20) which is calculated at 1% above the step 8 salary.
- Upon completing 25 years of service to the Town and 1 year at step 8, the employee is eligible to move to Seniority Step B (step 25) which is calculated at 1% above the Seniority Step A salary.
- Upon completing 30 years of service to the Town and 1 year at step 8, the employee is eligible to move to Seniority Step C (step 30) which is calculated at 1% above the Seniority Step B salary.

7.12 Recommendations for Salary Advancement within Range:

The Department Head shall recommend in writing to the Town Manager the advancement in salary or wage of each employee in their department who has met the requirements for pay advancement as enumerated above.

7.13 Meritorious Advancement:

In the case of salaried employees who have exhibited outstanding ability and exemplary effort for a period of one year, an advancement of more than one step may be recommended by the department or division head and approved by the Town Manager.

7.14 Longevity:

For all permanent, benefited employees (20 hours per week or more), advancement to the first longevity rate shall be made after completion of five years of continuous satisfactory service according to the longevity schedule.

Advancement to successive longevity rates shall be made after completion of five-year increments of satisfactory service as set forth in the longevity schedule. The longevity

percentage shall be added to the base annual pay and will be included in the weekly standard pay. The base annual pay is listed in Appendix B.

After five (5) years	2% increase on base
After ten (10) years	0.5% increase on current equaling 2 ½% increase on base
After fifteen (15) years	0.5% increase on current equaling 3% increase on base
After twenty (20) years	0.5% increase on current equaling 3 ½% increase on base
After twenty-five (25) years	0.5% increase on current equaling 4% increase on base

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

7.16 Part-time unbenefited Association employees who are subsequently appointed to benefited positions shall be eligible for the pro-rated credit of vacation leave and longevity payment based upon years of service from their original appointment date.

7.17 15% Additional Longevity Pay:

All Association members hired prior to November 1, 2008, are eligible to receive an additional 15% longevity pay for a period of up to 26 weeks payable weekly, upon a written request to the Town Manager. This additional longevity pay shall be a one-time benefit in addition to the members' current longevity payment and it shall be calculated in the same manner.

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

All Association members newly hired on or after November 1, 2008, shall not be eligible for the 15% additional longevity pay.

7.18 Requirements as to Continuity of Service:

Service requirements for advancement within pay ranges and for other purposes as specified in this agreement shall have the implication of continuous service, which means employment in the Town service without break or interruption. Leaves of absence with pay and leaves without pay of twenty or less days shall not interrupt continuous service nor be deducted there from.

Once an employee completes the probationary period for the position and resigns voluntarily (is not fired), then the appointing authority who need not re-employ the employee unless it wishes to do so, must give the person all benefits and seniority as if there was no break in service. No credit will be given for the period the employee was not employed by the Town. No retroactive payments are to be made.

7.19 Extra Assignments:

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

Snowplow Drivers (2)
Matrons

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

Clerk to the Zoning Board of Appeals
Clerk to the Planning Board
Clerk to the Board of Health
Clerk to the Conservation Commission
Clerk to the Finance Committee
Clerk to the Select Board
Clerk to the Design Advisory Board

7.20 Electronic Pay Statements:

Electronic distribution of pay statements is the only means of providing pay statements to employees.

ARTICLE 8: OVERTIME WORK

8.1 Overtime Administration:

In emergencies, a Department Head may prescribe reasonable periods of overtime work to meet operational needs and may authorize such supervisory employees to act for them in requiring overtime work. Overtime shall be reported by the Department Head to the Town Manager. Complete overtime records of employees shall be maintained by each Department Head.

8.2 Overtime Pay for Non-exempt Employees:

Non-exempt employees shall be paid at one and one-half times the regular rate for any hours worked beyond 36.25 per week (or the regular full-time hours for that position) when authorized in accordance with Section 8.1, or compensatory time off at the rate of one and one half hour off for each hour worked. The choice of receiving overtime pay versus compensatory time shall be at the employee's discretion. In the case of compensatory time, no additional overtime will be allowed when accrual for time off

has reached five (5) working days until such accrual has been reduced by time off or by payment in cash authorized by the Town Manager. Compensatory time must be used within 60 days of being earned.

For the purposes of calculating overtime, personal, holidays, and vacation days shall be considered time worked; sick time shall not. Employees who use sick time in the same pay period in which they are working overtime, will be paid straight time up to 36.25 hours (or the regular full-time hours for that position).

8.3 A four-hour minimum shall be paid to non-exempt employees for call-ins, which are separate from immediately extending the regular workday. Examples of call-ins shall include events such as court time, weekend/holiday work, night events, etc. The four hours shall be paid at overtime rates for full-time employees and straight time or overtime for part-time employees based on hours worked that week.

8.4 Exempt Employees - Compensation Policy for Extraordinary Overtime Work:

- a. Background: The Federal Fair Labor Standards Act (FLSA) regulates overtime compensation requirements for “non-exempt” employees. According to the FLSA, any “exempt” employee is exempt from the act and therefore, is not required to be compensated for overtime work.
- b. Authorized Leave - General: In general, employees in exempt positions will work occasional overtime without additional compensation to perform their duties and responsibilities without regard for the specific amount of time required. In certain circumstances, exempt employees will be required to work an unusual or extraordinary amount of overtime to meet job demands and time requirements established by their Department Head. (Examples – frequent and numerous night meetings, frequent call-backs not covered by cash compensation, weekend meetings, emergencies extending into the next workday, etc.) It is our goal to recognize this additional effort. Although cash compensation will not be provided, compensation for this extraordinary effort will be recognized by the use of authorized leave at the request of the individual to their Department Head or authorized representative in advance. This leave is not intended to be used or granted on an hour for hour basis. Authorized leave will be granted in half-day or full day increments and will not exceed more than one day within any workweek. The weekly payroll time slip must indicate the day that authorized leave is used and have the appropriate signature.
- c. Authorized Leave – Holiday Work: When an exempt employee is expected to work on a holiday, the employee shall be granted a half or full day off as authorized leave by their Department Head. Such time off must be taken within 60 calendar days and will not accrue. The weekly payroll time slip must indicate the day that the authorized leave is used and has the appropriate signature.

- d. Cash Compensation – Call Backs: When an exempt employee is called by the Department Head or authorized designee with less than 48 hours' notice and
1. Reports to work on an authorized day off, or
 2. Reports to work five or more hours after the end of their regularly scheduled workday, or
 3. Reports to work two hours before their regularly scheduled workday,
 4. At the request of the employee and with consent of the Department Head, straight authorized leave time may be given in lieu of cash compensation.

Cash compensation will be paid on a straight time basis based upon that employee's hourly rate of pay calculation. A four-hour minimum will be paid and any extra hours beyond four will be based upon actual time worked rounded up to the nearest half hour. For the purposes of calculating time worked, travel time is excluded.

AIEA members who are assigned responsibilities to call back other AIEA members or self-deploy must be approved by the Town Manager in consultation with their Department Head.

Exempt employees who provide services related to snow and ice removal, or winter road treatment, and whose services are outside of the duties of the employee's job description, will be paid straight time. Employees may not receive compensation for snow and ice removal services concurrent with their regular workday compensation. Compensation for snow and ice removal service or winter road treatment under this section is subject to the approval of the Director of Public Works.

8.5 Weather Emergencies:

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

Department Heads should pre-determine which personnel are essential after discussing considerations with their staff. Department Heads have discretion to determine which employees will be required to stay during each weather emergency.

Each employee required to stay will be awarded an hour and one half of compensatory time for each hour stayed, to be taken within 4 months. When division heads are

required to stay per the Department Head, they will not be entitled to this compensatory time. Employees receiving other compensation associated with weather conditions shall not be eligible for this compensatory time.

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

No change in how time off is charged will be made for an employee with previously scheduled time off.

In the event of inclement weather, the Town Manager may declare a weather emergency in which town staff work remotely. During a remote day due to weather, staff who have remote work capabilities will be accessible to the public and colleagues through electronic means. Staff who have the capability to work remotely (town issued laptop, tablet, phone, or other device) but choose not to, will use appropriate leave time. No additional pay or overtime will be provided to employees working a regular schedule remotely on an inclement weather day.

ARTICLE 9: HOLIDAYS

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

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veterans' Day
Patriot's Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Juneteenth	Christmas Day
Independence Day	

Should any holiday fall on Sunday, Monday will be considered the holiday. Should any holiday fall on Saturday, the preceding Friday shall be considered the holiday.

If a paid holiday falls during an employee's vacation leave, the day will be considered a paid holiday and not charged to vacation leave. Full-time employees who are not required to work on such a holiday will receive a day's pay for any such holiday falling on a regular workday.

Non-exempt full-time employees who are required to work on a holiday will receive, in addition to their regular pay, one and one-half (1 ½) times pay for a four-hour minimum. Any hours worked beyond four hours will be based on hours actually worked, or in lieu thereof and at the discretion of the Department Head, they may be

given equivalent time off.

Employees will receive one and one-half (1 ½) times pay for the hours actually worked (notwithstanding the four-hour minimum), plus the straight time holiday pay for a total of two and one-half (2 ½) times pay, inclusive of the standard holiday pay.

9.2 However, any such employee shall forfeit their right to payment for any such holiday if they have an unexcused absence on their last regularly scheduled workday preceding such holiday or on their first regularly scheduled workday following such holiday.

9.3 Full Day Floating Holiday:

All Association members who work 20 or more hours per week shall have one full day per fiscal year, to be taken between October 1 and January 31 with prior approval by their Department Head in order to meet the operational requirements of the department. This floating full day holiday may be used alternatively as a religious observance day at another time. For the purposes of Section 9.3 only, a full day will be equal to seven and one quarter (7.25) hours or seven and one half (7.5) hours for employees of Memorial Hall Library, Animal Control Officer and Parking Meter Supervisor. Should any Town building be closed early on Thanksgiving Eve, Christmas Eve or the day after Christmas or after New Year's, a member who has scheduled their floating holiday shall not be credited for the hours in which the building was closed.

9.4 Christmas Eve Afternoon:

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

ARTICLE 10: RECRUITMENT AND EMPLOYMENT

10.1 Recruitment:

Individuals shall be recruited from residents of the Town of Andover or from a geographic area as wide as is necessary to assure obtaining well-qualified candidates. However, in cases where residents and non-residents are equally qualified for particular vacant positions, Town residents shall receive first consideration in filling such vacancies.

10.2 Internal Job Posting Policy:

Any Association vacant or newly created position shall be posted internally for a period of 10 working days, when the Town wishes to fill the position. The internal posting shall

include a job description and be posted in a conspicuous place. All qualified Association applicants shall be considered and given realistic feedback on their candidacy. Whenever feasible, the Town shall seek to fill Association vacant or newly created positions from within the membership of the Association. Nothing in this internal posting policy shall prohibit nor require the Town to externally advertise the position during the internal posting period. Job The Association will be notified by Human Resources of any new Association job descriptions or changes in current job descriptions at least three (3) working days prior to posting or advertising the position. The Office of People & Human Resources will send out a weekly email to all Town employees that includes a listing of all current job openings. Human Resources will meet with the Association to discuss any reduction of grade or hours, or any substantial changes of duties in Association job descriptions prior to posting or advertising the position.

10.3 In-Training and Acting Positions:

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

10.4 Statements of Qualifications must be posted:

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

10.5 Appendix A:

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

10.6 Acceptance of Applicants:

Application for employment shall be accepted online for posted vacancies. Each candidate for municipal employment shall make application in the manner prescribed within the posting. Such information may be required as it is deemed necessary in order to judge the applicant's fitness or ability.

10.7 References:

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

10.8 Physical Examination:

The Town Manager, or their designee, may request before employment, or at any time during the course of employment, for good cause, that an objective examination and evaluation of an applicant's or employee's fitness for duty be certified by a medical doctor approved by the Town Manager. Such assessment is to ensure that the applicant or employee is suitable to safely perform the work for which an applicant or an employee is being considered and may be reasonably expected to perform. The degree of examination necessary to make an appropriate assessment shall be determined by the Town.

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

11.1 Types of Appointments:

The following types of appointments may be made to the Town service in conformity with this Agreement: full and part-time permanent, temporary or emergency, or combinations of the foregoing.

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

11.2 Permanent Employees:

A permanent employee works on a continuing basis (indefinite).

11.3 Full-time Employees:

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

11.4 Part-time Employees:

Part-time employees are employees who regularly work less than the normal work

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

11.5 Temporary Appointments:

Temporary appointments are made when a special project requires the addition of employees for a specific period of time, or to fill a position of an employee who is on a leave of absence or when the Town Manager requires services for a special job or project of limited duration.

11.6 Method of Filling Permanent, Full-time, Part-time, and Temporary Vacancies:

Vacancies within the bargaining unit shall be filled by appointment, reinstatement, transfer, or demotion. Whenever a department wishes to fill a vacancy, a requisition for an employee shall be submitted to the Town Manager, or designee, in writing.

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

11.7 Emergency Appointments:

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

11.8 Transfers:

Any employee in the Andover Independent Employee Association who has successfully completed their probationary period may transfer to the same or similar position in a different department without being subject to the probationary period. Transfer of an employee from one position to another without significant change in level may be effective when the employee meets the qualification requirements for the particular position and it is determined to be in the best interests of the Town.

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

Agreement.

11.9 Promotion Policy:

Vacancies in positions above the lowest rank in any category in the Andover Independent Employee Association shall be filled as far as practicable by the promotion of employees in the Town's service. The Town Manager shall in each case determine whether an examination, interview, or assessment screening process will best serve the interests of the Town's service in attracting well-qualified candidates. Promotions in every case must involve a definite increase in duties and responsibilities and shall not be made merely for the purpose of affecting an increase in compensation.

11.10 Reductions in Classification:

An employee may receive a reduction in their classification to a position of lower grade in compensation for which they are qualified for one or more of the following reasons: when an employee would otherwise be laid off because the position is being abolished due to lack of work, lack of funds, or because of being displaced by a more senior employee's return to work from an authorized leave of absence. Nothing shall prohibit an employee from voluntarily requesting a transfer to a position in a lower classification.

11.11 Demotions:

An employee may be demoted to a position of a lower grade and compensation when that employee does not possess the necessary qualifications to render or continue to render satisfactory service in the position they hold.

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

11.12 Reinstatements:

An employee who has resigned with a good record may be rehired, if a vacancy exists, to the same or similar position by the same department from which they resigned. This is known as a reinstatement. Request for the approval of the action for reinstatement must be submitted to the Department Head and the Town Manager by letter, giving the name, title, salary, date of separation, date of proposed reinstatement, and cause of the vacancy which the reinstated employee will fill.

However, an employee who is reinstated shall accrue benefits as if they were a new

employee without prior service or active employment with the Town except as they may be entitled to retirement benefits as provided for by law.

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

11.13 Medical Examinations:

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

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

ARTICLE 12: PROBATIONARY PERIOD

12.1 Nature, Duration and Purpose:

The first twelve (12) months of service in a position to which an employee has been appointed, reemployed, or reinstated under the provisions of this Agreement shall constitute a probationary period. The first six (6) months of service in a position to which an Association member has been promoted under the provisions of this Agreement shall constitute a probationary period provided that, with the approval of the Town Manager, the Department Head may have the period extended for no more than an additional six months or any part thereof. Temporary service immediately prior to an appointment without break in service shall be credited toward the probationary period. The probationary period shall be an essential part of the examination process and shall be utilized for the most effective adjustment of new employees and for the elimination of any employee whose performance does not meet the required standard of performance. It shall be the responsibility of the Department Head to provide the Town Manager a statement in writing that the services of the probationary employee have or have not been performed satisfactorily, and that the employee should or should not be retained in service.

12.2 Separation During the Probationary Period:

If at any time during the probationary period the Department Head determines that the services of the employee have been unsatisfactory, an employee may be separated

from their position without the right of appeal or hearing. The employee shall be notified in writing at least ten (10) days prior to the effective date of separation of the reasons for the separation.

- 12.3 When an employee has been promoted, but fails to successfully complete the probationary period, they will revert to a position of their former grade. If there is no vacancy in a position of the former grade, the rules pertaining to layoffs shall apply.

ARTICLE 13: LAYOFFS, SEPARATIONS AND DISCIPLINARY ACTIONS

13.1 General Provisions:

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

13.2 Layoffs:

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

- Employee** - A person employed by the Town of Andover in an Association position.
- Position** - Any, temporary, emergency, or permanent full or part-time position within the Association classification category.
- Qualified** - Possessing the same general skill set required for performing the duties of the position with minimal orientation and training.
- Seniority** - Total Town of Andover service (including any equivalent time within the School Department) and excluding any breaks in service not associated with authorized temporary leaves of absence (e.g. maternity, medical, military, etc.).

13.3 Management & Association Rights:

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

13.4 Seniority:

The order of lay-offs within the Association shall be determined by seniority. Other

factors such as employee performance, conduct, qualifications, and type of appointment may need to be considered in unusual cases. In general, seniority shall be the determining factor, with the employee with the least seniority being laid off first.

13.5 Open Positions:

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

13.6 Bumping Rights:

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

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

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

13.7 Notification:

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

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

- a. If additional bumping is to occur, the Town will in turn notify the bumped employee in writing of which position(s) they may move into, if applicable. The bumped employee will have 10 business days to either accept or reject the offer. In rejecting the offer, the employee will be electing to be laid-off. This step may be repeated, based on the number of positions being eliminated and employee seniority.
- b. If there are no bumping options available for the employee, the Town will notify the bumped employee in writing of the potential lay-off pending Town Meeting vote.
- c. Within 10 working days after Town Meeting approval of the budget, any employee who will be laid off shall be given final written notice of the effective date of lay-off, mailed to the employee's address on record in the Accounting Office.
- d. When a position is affected out of the normal budget cycle, bumping rights based on seniority shall still apply. In this case, the final written notice of lay-off shall be given at least 30 days prior to the effective date of the layoff.
- e. The requirements of any written notice mentioned above shall not prevent oral notification prior to written notice.

13.8 Future Vacancies:

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

13.9 Final Determination:

The Town Manager shall have the final determination as to where lay-offs are needed,

as well as whether or not the employee is qualified to move into another position filled by an employee with less seniority.

- 13.10 A lay-off of more than one year shall constitute a break in service with the Town.
- 13.11 In all cases the Town Manager shall determine composition of the work force of the Town as to the type of position, number of positions and the number of individuals assigned to each position subject to the annual appropriation of funds.
- 13.12 Upon separation of service from the Town for whatever reason all employees regardless of status or class shall return keys, tools, vehicles and any other Town property given unto their care prior to receipt of their final paycheck. All such property shall be in a good or serviceable condition and as close to original condition as may reasonably be expected as may be determined by the Town Manager. Any employee leaving the service of the Town shall obtain from their Department Head or the Town Manager a written statement to the effect that all property placed in their care has been returned to the Town in acceptable condition and a copy of this letter shall be presented to the Town Treasurer before or at the time the final paycheck is requested.

13.13 Disciplinary Actions

Disciplinary action may include suspension without pay, suspension with pay, dismissal, demotion, or any of the following:

- a. Reprimand given orally or in writing
 - b. Failure to be recommended for normal annual increment.
 - c. Involuntary transfer to another classification or another position in the same classification without reduction in grade or salary.
 - d. Reduction in compensation without change of classification or grade but not below the entrance rate for the classification.
- 13.14 Demotions for disciplinary reasons may be necessary so that employees, whose work has not been satisfactory, but who do not deserve dismissal, may be retained and assigned less responsible work. When the Department Head feels that a demotion is in order as a result of misconduct, poor quality of work, infraction of rules, or for other just cause, they shall request such action of the Town Manager.

13.15 Dismissals, Demotions and Suspensions:

- a. The Department Head may remove any employee with status only for cause

after furnishing the employee and the Town Manager with a written statement of the reasons for dismissal and allowing the employee fifteen (15) calendar days to reply in writing, or upon request to appear personally or with counsel and reply to the appointing authority.

After the employee has been furnished with the written statement of dismissal, the fifteen (15) calendar days by which the dismissed employee may reply in writing or appear before the appointing authority shall be unpaid. If the Town Manager does not uphold the decision of the Department Head, the employee will be credited the fifteen (15) days' pay.

- b. Just causes for dismissal, demotion in the service, or suspension are listed below although dismissal, demotion, or suspension may be made for other just causes.
1. The employee has been convicted of a felony, or of a misdemeanor involving moral turpitude.
 2. The employee has violated any of the principles of the merit system or of this Agreement.
 3. The employee has been guilty of any conduct unbecoming an employee of the Town, either on or off duty.
 4. The employee has violated any lawful official regulation or order or failed to obey any proper direction made and given by a supervisor.
 5. The employee has been under the influence of alcohol, drugs or other intoxicants while on duty.
 6. The employee has been guilty of insubordination or of disgraceful conduct, either on or off duty.
 7. The employee is offensive in their conduct or language in public, or towards the public, Town officials, or employees, either on or off duty.
 8. The employee is incompetent or inefficient in the performance of the duties of their position.
 9. The employee is careless or negligent with time, money, or other property of the Town.
 10. The employee has used or threatened to use, or attempted to use, personal or political influence in securing promotion, leave of absence, transfer, change of pay rate, or character of work.

11. The employee has induced, or has attempted to induce, an officer or employee of the Town to commit an unlawful act or to act in violation of any lawful departmental or official regulation or order.
 12. The employee has taken for their personal use from any person any fee, gift, or other valuable thing in the course of their work or in connection with it, when such gift or other valuable thing is given in the hope or expectation of receiving a favor or better treatment than that accorded other persons.
 13. The employee has engaged in outside business activities on Town time, or has used Town property for such activity.
 14. The employee has failed to maintain a satisfactory attendance record.
- c. A non-probationary employee may appeal disciplinary actions under this section according to Article 14: Grievance and Arbitration Process.
 - d. A dismissed employee may be required to forfeit all non-compensable accrued leave.

13.16 Separation During Probationary Period:

An employee may be separated without the right of appeal at any time during the probationary period.

13.17 Resignations:

An employee who desires to terminate their service with the Town shall submit a written resignation to the appointing authority. Resignations shall be submitted at least fourteen (14) calendar days before the final working day. A copy of an employee's resignation shall be attached to the advice effecting the separation and be filed in the employee's service record in the department.

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

13.18 Appeals:

Any permanent employee who is dismissed, demoted, or suspended may appeal to the Town Manager. Such appeal, stating the pertinent facts relative to the grievance, shall be filed within fifteen (15) calendar days following such disciplinary action. In the case of dismissal, the fifteen (15) calendar days shall be unpaid. If the Town Manager does

not uphold the decision of the Department Head to dismiss, the employee shall be credited the fifteen (15) days' pay. The procedures outlined in Article 14: Grievance and Arbitration, shall govern all hearings before the Town Manager.

Upon conclusion of an appeal hearing, the Town Manager shall within five (5) working days notify the employee and the Department Head of their decision. The decision of the Town Manager shall be final.

ARTICLE 14: GRIEVANCE AND ARBITRATION

14.1 Definition

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

14.2 Procedure

A grievance shall be processed in the following manner:

Step I. Grievances may be first presented by the employee and/or the Association representative to the employee's immediate supervisor (and/or division head) and an earnest effort shall be made within the next 48 hours to adjust the grievance in an informal manner. The aggrieved shall fill out an AIEA Grievance Form.

Step II. If the grievance is not resolved in Step I, the grievance shall be reduced to writing and presented to the Department Head within ten (10) days of the occurrence of the incident on which the grievance is based or when the employee first knew or should have known of the incident upon which the grievance is based. The Department Head, or their designee, may meet with the employee and/or Association, within ten (10) days from the time the grievance is received to discuss and attempt to adjust the grievance; and they shall answer the grievance within seven (7) days.

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

Step IV. If the grievance remains unresolved, the Association, and only the Association, shall within fifteen (15) days after the Step III answer is received, or the date on which said answer is due, whichever first occurs, have the right to submit the matter to arbitration. Submission to arbitration shall be accomplished by mailing the

grievance, postage prepaid, to the American Arbitration Association or a mutually acceptable third- party arbitrator with a copy to the Town Manager. The arbitration shall be conducted pursuant to the then existing rules of procedure of the American Arbitration Association. The costs of the arbitrator’s services and any fees of the American Arbitration Association shall be shared equally by the parties.

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

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

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

ARTICLE 15: LEAVES OF ABSENCE

15.1 Vacation Leave:

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

Based on 36.25 Hours per Week

	Annual Vacation Leave	Monthly Accrual Amount
At Time of Hire	Three (3) weeks	9.0625
After four (4) years of service	Four (4) weeks	12.0833
After eight (8) years of service	Four and 1/2 (4.5) weeks	13.5938
After fifteen (15) years of continuous full-time service	Five (5) weeks	15.1042

Based on 37.5 Hours per Week

	Annual Vacation Leave	Monthly Accrual Amount
At Time of Hire	Three (3) weeks	9.375
After four (4) years of service	Four (4) weeks	12.500
After eight (8) years of service	Four and 1/2 (4.5) weeks	14.062
After fifteen (15) years of continuous full-time service	Five (5) weeks	15.625

For all benefited Association Members, vacation will accrue monthly. Accrual will start in the month the employee is hired.

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

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

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

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

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

- c. Vacation days should be taken in the year in which they are awarded. On their vacation anniversary date, employees will not be permitted to have more than their annual vacation award, plus two (2) weeks or ten (10) days.
- d. All Association members must submit a completed *Request for Vacation Carry Forward* form if they anticipate carrying forward a balance greater than their annual vacation award plus two (2) week or ten (10) days on their vacation anniversary date. The form can be found on the W Drive.

Example for employees who work 36.25 hours per week: an employee who receives four weeks (145 hours) of vacation time per year, may not have more than 217.5 hours of vacation time (145 annual award + 72.5 carryover) on their anniversary date. Any hours above that amount will be forfeited. This will be an automatic process through Munis.

Example for employees who work 37.5 hours per week: an employee who receives four weeks (150 hours) of vacation time per year, may not have more than 225 hours of vacation time (150 annual award + 75 carryover) on their anniversary date. Any hours above that amount will be forfeited. This will be an automatic process through Munis.

- e. Failure to submit a *Request for Vacation Carry Forward Form* will result in the forfeiture of days in excess of the employee's annual vacation award plus the two (2) weeks or ten (10) days on the employee's vacation anniversary date.
- f. A request to carry forward vacation may not be submitted two years in row.
- g. A *Request for Vacation Carry Forward Form* for up to an additional three (3) weeks or fifteen (15) days may be allowed under extraordinary circumstances and with the express written approval of the Town Manager and the employee's Department Head. An Association member may be allowed to carry forward up to an additional three (3) weeks or fifteen (15) days which must be taken within one year from their vacation anniversary date. Vacation Carry Forward days not used by the employee's next vacation anniversary date shall be forfeited.
- h. The following rules govern a Vacation Carry Forward request:
 - 1. The employee must submit a completed *Request for Vacation Carry Forward Form* to the Town Manager one (1) month prior to the vacation anniversary date indicating when the excess vacation time will be used.
 - 2. The employee shall be notified of approval or disapproval within two (2) weeks of the request.

3. Any days in excess of the number of approved for carry forward need to be taken before the employee's vacation anniversary date or they shall not be carried forward.
- i. Employees should provide their Department Head with reasonable notice as to their vacation schedule request and generally at least one week in advance of the contemplated vacation leave. It shall be within the discretion of the Department Head to grant or deny the request so as to provide for the continued efficient operation of the department during the employees' absence from work due to vacation leave. Approvals shall not be unreasonably withheld. Single days of vacation leave may be taken upon approval of the Department Head provided twenty-four (24) hours advance notice is given.

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

- j. Upon the death of an Association member who is eligible for a vacation under this Agreement, payment shall be made to the beneficiary of the deceased in an amount equal to the unused allowance earned. In addition, payments shall be made for that portion of the vacation allowance earned in the vacation month during which the employee died up to the time of their separation from the payroll.
- k. Association members who are eligible for vacation under this Agreement and whose services are terminated by dismissal, retirement, or by entrance into the Armed Forces shall be paid an amount equal to the vacation allowance proportionately earned and not taken. Payment shall be made for that portion of the vacation allowance earned in the vacation month during which such dismissal, retirement, or entrance into the Armed Forces occurred up to the time of the employee's separation from the payroll.
- l. Every professional librarian (Grade I-20 and above with a Master's Degree at the time of hire) shall earn four (4) weeks' vacation.

15.2 Sick Leave:

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

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

benefited part-time (less than 20 hours per week), temporary and emergency employees, shall earn sick leave proportionate to their regular work week at a rate of one (1) day per month for each month of continuous service. A single day will be earned based on 1/5 of the employee's regularly scheduled work week.

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

- b. Sick leave shall be used primarily for the necessary absence of an employee as the result of their own sickness or injury. If an employee is out on sick leave for two (2) consecutive work days, or three (3) non-consecutive days within a five (5) day period, the Town Manager may require a doctor's note, furnished at the employer's request. If a doctor's note is to be required, the employee shall be notified of this expectation while on sick leave and prior to returning to work. If the Town suspects a pattern of sick time abuse or misuse, the Town may ask for a doctor's note, in any of the following patterns or instances listed below, and may take action in accordance with Article 13.15(b)(14). A pattern may include, but may not be limited to the following circumstances:
 - Consistently using sick time on the same days such as each Monday or each Friday;
 - Consistently using sick time on the day before or the day after a holiday;
 - Frequently using sick time as an alternative to other paid time off.
- c. Should an emergency arise and a member of the employee's immediate family become sick or injured, an employee may be excused from work, not to exceed three (3) days for each occurrence, to be charged against accumulated sick leave. (See 15.13 for definition of immediate family).
- d. Sick leave may also be used by the employee for doctor and dentist appointments, for Parenting Leave as described under Section 15.3 and for Bereavement Leave as described under Section 15.13.
- e. If an employee is absent from work as the result of an industrial accident and is covered by workers' compensation, the Town of Andover agrees to make up the difference between compensation benefits received under workers' compensation insurance and their regular weekly compensation with the difference chargeable to accumulated sick leave to the extent the employee has such leave. Charging accumulated sick leave is at the employee option.
- f. Employees absent from work on legal holidays, during sick leave, vacation, or

disability arising from injuries sustained in the course of their employment, for all authorized leaves of absence with pay and for all authorized leaves without pay for not over twenty (20) days in any one calendar year shall continue to accumulate sick leave at the regularly prescribed rate during such absences as though they were on duty.

An employee may only continue to accrue accumulated sick leave and other benefits provided they remains on the active payroll of the Town of Andover (receiving at least one paycheck in a 30-day period). Once an employee exhausts their accumulated sick leave, vacation leave, or other forms of compensated leave, they shall no longer continue to accrue or otherwise accumulate sick leave, vacation leave, holiday pay, or other benefits conferred as compensation to an employee for continuous service and active employment with the Town of Andover.

- g. An employee who has been advised in writing by their Department Head or the Town Manager of a suspected pattern of sick leave abuse may be requested at their expense to furnish a doctor's certificate or other satisfactory proof of illness for additional use of sick leave for a specified period of time.
- h. In order to be paid for sick leave, an employee shall notify their Department Head, or immediate supervisor at least one (1) hour before the appointed time for the employee to enter on duty unless otherwise specified by the Department Head.
- i. Abuse of the sick leave privilege shall be considered as sufficient cause for disciplinary action against an employee, including suspension, fine, demotion, reprimand, the assignment of additional work, or dismissal.
- j. The Town reserves the right to have its own physician examine employees on sick leave to ascertain the extent of the employee's illness. Upon return to work, the Town reserves the right to have a fitness for duty physical in order to ensure the employee is physically or mentally able to return to the position. This exam will be paid for by the Town.
- k. Any employee transferring between the School Department and the Town of Andover, or vice versa, will receive credit for sick leave; and any balance in the appropriate accounts will be carried forward.
- l. Should an employee terminate service with the Town of Andover, receive a terminal leave payment, and subsequently become re-employed with the Town of Andover, said employee shall begin with a balance of zero accrued sick leave days.

- m. If an employee uses more than six (6) unexcused sick leave days (without a doctor's note or approval of the Department Head) at any time while receiving 15% additional longevity pay, then the additional longevity pay will immediately cease and the employee shall not be entitled to any further longevity pay thereafter.
- n. Association members who have a balance of 85 or more sick leave days, or who have a minimum of 20 years of continuous service, may convert up to 5 sick days to vacation leave at the beginning of each anniversary year. This converted vacation leave must be used within six months of the employee's anniversary date.
- o. Association members with 15 or more years of service and a sick leave balance of at least 85 days as of January 1st of each year shall be eligible to sell-back either one week (5 days) or two weeks (10 days) of their accumulated sick leave at their current rate of pay. Association members must sell back their time in January only, submitting the Sick Leave Sell Back form at the beginning of the month for payment at the end of the month. Members may sell-back a maximum of two (2) weeks per fiscal year. Participating members may elect to receive their sick leave sell-back payment in cash or have it deposited into the 457-retirement plan.
- p. Association members who participate in this sick leave sell-back shall have their eligible terminal leave permanently reduced on a one-for-one basis for each week (5 days) sold back. (See Section 15.14.i)

15.3 Family and Medical Leave Act (FMLA):

- a. Notwithstanding anything in this agreement to the contrary, any Association member may exercise their rights to take Family and Medical Leave pursuant to the Family and Medical Leave Act of 1993 ("FMLA"), and the Massachusetts Parental Leave Law. The FMLA is a federal law that provides for up to 12 weeks of unpaid leave each year for the birth, adoption or placement of a child, or the serious health condition of the employee or an immediate family member. The 12 work weeks do not need to be taken consecutively.

The FMLA entitles eligible employees of covered employers to take unpaid, job-protected leave for specific family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken leave. Eligible employees are entitled to:

Twelve workweeks of leave in a 12-month period for:

- The birth of a child and to care for the newborn child within one year of

birth;

- The placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement;
- To care for the employee's spouse, child, or parent who has a serious health condition;
- A serious health condition that makes the employee unable to perform the essential functions of their job;
- Any qualifying exigency arising out of the fact that the employee's spouse, child, or parent is a covered military member on "covered active duty;" or
- Twenty-six (26) workweeks of leave during a single 12-month period to care for a covered service member with a serious injury or illness if the eligible employee is the service member's spouse, child, parent, or next of kin (military caregiver leave).

b. Town Policy on Parental Leave: The parties acknowledge that the Town endeavors to study parental leave as part of an organizational initiative.

15.4 Military Leave:

- a. Entering Service: Regular employees entering the active military service of the United States during a national emergency through induction or enlistment, or at any time when inducted into the military service under the provisions of the Selective Service Act, or by other order of the United States Government, shall be granted a leave of absence without pay to extend for ninety (90) days beyond the date of termination of active military service.
- b. Return of Employee from Military Induction Leave: At or prior to the expiration of the military leave of absence, each regular employee shall inform the Town Manager in writing of their willingness and ability to return to Town employment and produce evidence of their honorable release from military service. In the event of the reinstatement of an employee who has been on military induction leave, they shall be given the position occupied by the last person employed in their classification.
- c. Military Service Defined: The term "military service" as used herein shall include the Army, Navy, Air Force, Marine Corps, Coast Guard, the United States Public Health Service or other form of national service approved by the United States Government in lieu of military service as well as all auxiliary branches of said services in which either men or women shall be called to serve, but shall not include service as civilian employees of the services. The term "national emergency" as used herein shall exist such period as designated by the President of the United States or the United States Congress.

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

15.5 Personal Leave:

- a. In each fiscal year, benefited Association members shall be allowed two (2) non-accumulating personal leave days as an independent benefit. A single day will be earned based on 1/5 of the employee's regularly scheduled work week. All personal days shall be prorated proportionally for part-time employees. Prorated personal days shall be rounded up to the nearest ¼ hour for employees hired prior to January 1, 2017 and shall not be rounded for other employees. Personal leave may be used only upon approval of the Department Head and shall, whenever possible, be requested not later than twenty-four (24) hours immediately preceding the time when an employee is expected to report to work. Personal leave may be taken in ¼ hour, ½ hour, or hourly increments. All personal days must be used by June 30th of the year in which they were granted.
- b. Personal Leave for Perfect Attendance: All benefited Association members will be awarded 1 Personal Day or \$250 for any consecutive four-month period of perfect attendance, for a maximum of 3 personal days or \$750 for perfect attendance earned per year. Vacation, personal and comp time shall not be counted against perfect attendance. Also, sick leave used for bereavement leave shall not be counted against perfect attendance. Personal days for perfect attendance must be taken within six months of being earned. These personal days are prorated proportionally for part-time employees.

15.6 Special Leave:

- a. In addition to the leaves authorized above, the Department Head may authorize an employee to be absent from work without pay for personal reasons for a period or periods not to exceed twenty (20) working days in any calendar year.
- b. The Town Manager may authorize special leaves of absence with or without pay for any period or periods not to exceed three (3) calendar months in any one (1) calendar year for the following purposes: attendance at college, university, business school or other recognized training program for the purposes of training in subjects relating to the work of the employee and which will benefit the employee and the Town service; urgent personal business requiring the employee's attention for an extended period such as settling estates, liquidating

a business, serving on a jury and attending court as a witness; and for purposes other than above that are deemed beneficial by the Town Manager to the service of the Town.

15.7 Cancellation of Leave:

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

15.8 Jury Duty:

An employee called to jury duty shall receive from the Town an amount equal to the difference between their normal compensation and the amount (excluding any travel allowance) received from the court, upon presentation of the certification of the amount paid by the court.

15.9 Absence Without Leave:

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

15.10 Injury Leave:

- a. Notification of Accident or Injury: As soon as possible immediately following an accident or injury an employee shall fill out and complete a "Personal Injury and Accident Report" and the "Standard Form for Employer's First Report of Injury Massachusetts Division of Industrial Accidents", copies of which are available from each Department Head.
- b. Injury leave, as distinguished from sick leave, shall mean paid leave given to an employee due to absence from duty caused by an accident, illness, or other injury which occurred while the employee was performing their duties, and attributable thereto and covered by workmen's compensation insurance.
- c. All payments shall be made concerning injury leave to the same rules and regulations of said insurance and shall not be made if the accident is proved to

have been due to intoxication, negligence, or willful misconduct on the part of the employee.

- d. If an employee who is absent from work due to job connected accident, illness, or injury covered by workmen's compensation insurance, willfully fails to fill all of the conditions necessary to receive compensation benefits, they shall not be entitled to payment of any additional benefits for the injury leave from the Town until such conditions have been fulfilled.
- e. In order for a Town employee to receive benefits under the Worker's Compensation Law it is mandatory that an injury report be sent to Human Resources within 24 hours of injury. All medical bills are to be turned in to Human Resources to be forwarded to the insurance carrier. In the event the employee is out five (5) working days, Human Resources must be notified.
- f. Employees absent from duty due to an accident, illness, or injury covered by workmen's compensation insurance will be compensated by the Town for the difference between the amount paid by the insurance company and the regular base or bi-weekly pay rates. In the case of injuries causing temporary disability for less than the workmen's compensation waiting period, the Town will pay the employee's regular compensation for such period chargeable to sick leave.
- g. Sick Leave Reimbursement: Once it has been determined by the Town's workmen's compensation insurance carrier that the employee is entitled to workmen's compensation and upon immediate receipt of payment for benefits due from the insurance carrier by the employee, the employee shall immediately reimburse the Town through the office of the Town Accountant for payments made by the Town to the employee charged to sick leave. Upon receipt of payment by the Town from the employee of such sick leave reimbursement as may be due, the employee shall have such accumulated sick leave restored as may be due the employee. Failure on the part of the employee to immediately reimburse the Town as provided for under this section shall be considered grounds for disciplinary and such other legal action as may be appropriate.

15.11 Non-accumulation of Benefits:

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

15.12 Non-benefitted Employees:

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

15.13 Bereavement Leave:

In the event of a death in the immediate family of a benefited Association member, the member shall be entitled to up to five (5) days of leave without loss of pay for the purpose of making necessary arrangements for and to attend funeral or memorial services or handle other matters of estate. Said leave shall not be charged to sick leave or vacation leave. For the purposes of this section, immediate family shall mean spouse, children, stepchildren, grandchildren, siblings, parents, step-parents, grandparents, parents-in-law, or significant other or other relative who resides permanently in the employee's household.

In the case of siblings-in-law or grandparents-in-law, the Association member shall be entitled to two (2) days off without loss of pay in order to attend the funeral or memorial services.

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

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

15.14 Terminal Leave:

An Association member of the Town of Andover who becomes eligible for retirement under the Andover Contributory Retirement System and terminates their employment with the Town shall be entitled to compensation for their unused accumulated sick leave as per the "Terminal Leave Chart", subject to the following:

- a. Only service to the Town of Andover (Town and School) is eligible for payment under the terminal leave program.

- b. If the accumulated sick leave balance is less than the allowed number of terminal leave days in the chart, the accumulated sick leave balance will be considered to be the total terminal leave payment.
- c. In cases of termination due to death, the beneficiary shall be granted terminal leave according to the above formula, regardless of retirement eligibility.
- d. An employee will be eligible for Terminal Leave provided that the member is eligible to receive a retirement allowance from the Andover Contributory Retirement System as defined in MGL Ch. 32 5(1) at the time of termination, whether or not the member chooses to file for retirement at the time of termination.
- e. The maximum number of days allowed for terminal leave for employees hired prior to 11/1/08 is 120 workdays at 24 years of service. The maximum number of days allowed for terminal leave for employees hired from 11/1/08 through 7/30/12 is 90 workdays at 24 years of service. The maximum number of days allowed for terminal leave for employees hired on and after 7/31/12 through 6/30/16 is 75 workdays at 24 years of service. The maximum number of days allowed for terminal leave for employees hired on or after 7/1/16 through 6/30/2025 is 25 workdays at 24 years of service, prorated for lesser years of service.
- f. Employees hired on or after July 1, 2025 will not be eligible for terminal leave compensation.
- g. A day's pay for terminal leave calculation shall be calculated as:
Daily rate = weekly pay / 5.

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

- h. In the case of a part-time employee, the regular full-time weekly pay for that grade shall be used to calculate terminal leave:
Daily rate = full time weekly rate / 5.

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

Years of Service	Hired Before 11/1/08	Hired Between 11/1/08 – 7/30/12	Hired Between 7/31/12 -6/30/16	Hired Between 7/1/16-6/30/25
	Maximum Allowed Days	Maximum Allowed Days	Maximum Allowed Days	Maximum Allowed Days
1	6.5	5	4	1
2	13	10	9	3
3	19.5	15	12	4
4	26	20	15	5
5	32.5	25	18	7
6	39	30	21	8
7	45.5	35	24	9
8	52	40	27	11
9	58.5	44	30	12
10	65	48	33	14
11	68	51	36	14
12	72	54	39	15
13	76	57	42	16
14	80	60	45	17
15	84	63	48	18
16	88	66	51	18
17	92	69	54	19
18	96	72	57	20
19	100	75	60	21
20	104	78	63	22
21	108	81	66	23
22	112	84	69	23
23	116	87	72	24
24+	120	90	75	25

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

- i. Upon cessation of active employment, the employee shall not accumulate sick leave, vacation, holidays, or any other benefits provided for under this personnel plan.
- j. Sick leave buy-back, bonuses, overtime, severance pay and early retirement incentives shall not be included in the calculation of pension benefits.

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

15.15 Changes in Employment Status:

- a. Permanent benefitted part-time employees who are subsequently appointed to full-time positions shall be eligible for the full credit of vacation leave and longevity payment based upon years of service from their original appointment date.
- b. Temporary full-time or benefitted employees who subsequently become permanent employees with no break in service shall be entitled to vacation and longevity benefits based upon date of original appointment. No retroactive payments shall be made.
- c. Any employee transferring between the School Department and the Town of Andover, or vice versa, will receive credit for vacation leave; and any balance in the appropriate accounts will be carried forward. Longevity within a department for choosing vacation or shift assignment will be considered only based upon service within that department.

ARTICLE 16: CONDUCT OF EMPLOYEES

16.1 Prohibition of Discrimination:

- a. No person in the Association or seeking admission thereto shall be appointed, promoted, demoted, removed, advanced, or held back on any basis or for any reason other than qualification, merit and fitness for the service or lack thereof. Any such action shall be taken wholly without favoritism or discrimination and on no basis other than provided for herein.
- b. No person shall use or promise to use, directly or indirectly, any official authority or influence, whether possessed or anticipated, to secure or attempt to secure for any person an appointment or advantage in appointment any position in the Association or an increase in pay or other advantage in employment in any such position, for the purpose of influencing the vote or political action of any person.

16.2 Outside Employment:

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

- b. Employees of the Town may not engage in outside business activities while on duty, nor may Town property be used for any purpose other than official functions of the Town of Andover.

16.3 Attendance at Work:

An employee shall be in attendance for work for which they are assigned in accordance with this Agreement and general departmental regulations. Each department shall maintain daily attendance records of its employees which shall be reported on a weekly basis to the payroll office on the dates and in the manner prescribed by the Town Manager.

16.4 Pecuniary Interests:

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

- a. No person seeking an appointment or promotion within the Association shall either directly or indirectly give, promise, render, or pay any money, service, or other valuable thing to any person for, on account of, or in connection with the proposed appointment, promotion, or proposed promotion.
- b. No employee of the Town or other person shall defeat, deceive, or obstruct any person in their right to an appointment or promotion under this Agreement.

ARTICLE 17: EMPLOYEE PERFORMANCE

17.1 Performance Appraisal:

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

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

17.2 Programs to Improve Efficiency of Employees:

The Town Manager shall cooperate with Department Heads developing and promoting programs for employee training, safety, morale, work motivation, health, counseling, and welfare.

ARTICLE 18: RECORDS AND REPORTS

18.1 Personnel Forms:

The Town Manager or their designee shall prescribe personnel forms which Department Heads shall use to properly maintain all employee records and record and report all personnel actions and status changes. The Town Manager shall inform the Department Heads which personnel actions and status changes must be reported to the Town Manager.

18.2 Leave Records:

The Town Manager shall install and maintain a leave record showing for each Town employee (1) annual leave earned, used and unused; (2) sick leave earned, used and unused; and (3) any other leave with or without pay. Such records shall be the basis for periodic reports to the Town Manager on leaves as they may require.

18.3 Personnel Records:

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

18.4 Accident or Injury Reports:

Should an employee be injured during working hours or otherwise in the performance of their official duties be injured, no matter how slight, the employee shall as soon as possible thereafter report the injury to their supervisor. The supervisor will then complete a Supervisors Report of Accident- Intake Form, This form will then be submitted to Human Resources. Failure to report a workplace injury on a timely basis may be cause for disciplinary action and/or preclude the employee's rights to injury benefits provided for by this personnel plan or law.

ARTICLE 19: RETIREMENT

19.1 All permanent employees who regularly work hours thirty (30) or more per week are required to join the Andover Contributory Retirement System. All benefits for employees who join the retirement system shall be governed by Chapter 32 of the Massachusetts General Laws.

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

ARTICLE 20: HEALTH INSURANCE AND OTHER RELATED PLANS

20.1 Health Insurance:

- a. Indemnity Plan: Effective January 1, 1979, the Town shall provide health insurance coverage (Blue Cross/Blue Shield Master Medical or equivalent or improved plan) for the employee as a single individual or for the employee and their family. The basis for premium contributions is that traditionally the Town shall pay sixty-five (65%) percent and the employee shall have deducted from their wages thirty-five (35%) percent of the total premium cost for an indemnity plan.

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

- b. Effective July 1, 2012, the Town of Andover has invoked §§21-23 G.L. c. 32B regarding employee health insurance plan design. If in the event that §§21-23 G.L. c. 32B is rescinded, or the Town chooses not to continue with it, then the Town and the Association will open negotiations for employee health benefits, premiums, and program costs.
- c. The Town will deduct medical insurance premiums before taxes rather than after taxes, unless the employee specifically declines this pre-tax benefit.
- d. A voluntary Vision and Dental program will be offered to all permanent benefitted Association members.

20.2 Flexible Spending Plan:

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

Association members may elect to have up to the IRS limit per year withheld from their paychecks for the Town's Flexible Spending Account (FSA) for health-related expenses and up to the IRS limit for dependent care expenses.

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

20.3 Wellness Initiatives: People & Human Resources will continue to develop and offer

various programs to promote employee wellness and support recruitment and retention efforts.

ARTICLE 21: TRAINING

21.1 Responsibility and Purpose:

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

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

21.2 Administration Of the Employee Training Program:

The Town Manager shall:

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

21.3 Communication - Training Needs:

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

21.4 Educational Programs:

- a. Education Incentive:

Association members who earn a degree after July 1, 2019 while employed by the Town shall receive the following annual payments added to their weekly base salary upon receiving the applicable degree;

1. \$500 for an Associate's Degree
2. \$750 for a Bachelor's Degree
3. \$1,000 for a Master's Degree

Eligible members must be pursuing a degree and earn the degree in order to receive this benefit. Members hired before or after July 1, 2019 that possess a degree will not receive this benefit until they earn a higher degree.

Association members must provide proof of the degree. Association members will receive payment only for the highest degree earned. There shall be no payment for multiple degrees. An "applicable degree" shall be one that is in a field related to the employee's job responsibilities or a field that is part of an identified career path with approval of the Department Head and Town Manager.

b. Tuition Reimbursement:

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

1. \$4,000 per fiscal year – Undergraduate courses
2. \$6,000 per fiscal year – Graduate courses
3. \$100 expense stipend per course

c. Emergency Response Courses:

1. Required Courses: The Town shall provide the opportunity for the Animal Control Officer (and any other Association member whose job requires any or all of these certifications) to participate in CPR classes, 1st Responder classes and defibrillation classes in order to obtain/maintain certification. All required classes will be free of charge and at a location and schedule to be arranged by the Department Head. These classes shall be held during a regularly scheduled workday. No additional compensation will be paid to attend these classes.
2. CPR Classes for Additional Employees: The Town shall provide the opportunity for all interested Independent Employees to participate in CPR classes in order to obtain/maintain certification. These classes shall be offered at least annually, provided there is sufficient interest. There

will be no charge to the employee, but it is not expected nor required that the class be provided on work time. No additional compensation will be paid to attend these classes.

d. Non-credit/Professional Courses:

Employees' participation in professional growth courses, seminars, workshops, conferences, etc. is encouraged. Funding for these activities is available through departmental budgets. Department Heads are encouraged to allow their employees to take advantage of these opportunities.

ARTICLE 22: PARKING

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

ARTICLE 23: SPECIAL ALLOWANCES

23.1 Allowance for the Use of Privately-owned Vehicles on Town Business:

- a. Employees who occasionally use their private vehicles in the conduct of Town business shall receive compensation on a per mile basis in such amount per the Standard Mileage Rates published annually by the IRS to cover the cost of depreciation, liability insurance, tires, gasoline, oil, and all other maintenance and repairs for their privately-owned vehicles and as provided for by reasonable regulations established by the Town Manager.
- b. Employees who must regularly use their private vehicles in the performance of their work shall be compensated with a monthly travel allowance in accordance with the schedule outlined below; and a specified mileage rate as determined by the Town Manager.

Position	Monthly Allowance
Local Building Inspector	\$190
Electrical Inspector	\$190
Plumbing Inspector	\$190
Field Appraiser	\$175
Health Inspector	\$100
Health Agent	\$100
Conservation Agent	\$100
Senior Planner	\$100
Planner	\$100
Elder Services Outreach Coordinator	\$100

If the Town provides these employees with access to town-owned vehicles to meet the travel needs for their performance of their work, they shall no longer be entitled to a travel allowance. Employees recognized in the schedule above, who are provided access to a town vehicle will be provided 30 business days' notice before their allowance is rescinded.

- c. Employees predetermined to earn a car allowance shall be governed under the following guidelines:
1. The calculated annual allowance shall be paid in monthly amounts;
 2. The monthly amounts shall be paid as long as the employee is on the active payroll during that month (allows paid leave);
 3. It should be understood that this is an annual allowance for use of a private vehicle for town business, not a reimbursement. This allowance does not affect the other portion paid to these predetermined employees and other employees, which is considered a mileage reimbursement.

23.2 Allowances for Loss of Personal Belongings in Service-connected Accident:

When an employee suffers the damage or loss of wearing apparel or other personal effects necessary to the performance of their duty, as the result of service-connected accidents, they shall immediately report same on a Personal Property Replacement Request form. Determination regarding payment for costs incurred as a result of such accident shall be made by the Town Manager on advice of the Department Head and after consultation with the Town Counsel.

23.3 Reimbursement of Work Associated Costs:

Employees are eligible for reimbursement for all costs associated with addressing work issues to include mileage reimbursement (if own vehicle), fingerprinting required for the performance of duties, and private phone/communication charges.

23.4 Uniform Allowance:

If an Association member is required to wear a uniform for their regularly assigned duties, the department will budget \$500 annually for each of those employees working indoors and \$1000 annually for each of those employees working outdoors. Members may order uniform clothing from department approved uniform vendors, or provide purchase receipts from other commercial clothing stores for reimbursement. Association employees who are not receiving an annual clothing allowance who are required to work on construction sites or conduct inspections will be eligible for reimbursement of up to \$250.00 annually for the purchase of work boots that meet the

American Society for Testing and Materials safety standards.

23.5 Stipends:

The AIEA Chairperson will be informed about any stipends given to or removed from its members.

ARTICLE 24: CUSTOMER SERVICE CENTER AND CENTRALIZED SERVICES

24.1 In accordance with the September 26, 2019 Memorandum of Agreement, all administrative positions as identified and agreed upon by an AIEA -Management Sub-Committee shall have their job description modified to include "may contribute to a centralized or shared services function."

24.2 The Town may establish a Customer Service Center (CSC), or a central location for the conducting of business, transactions, and general customer service functions of the Town.

24.3 Up to eight (8) AIEA members will be eligible to become Customer Service Ambassadors in addition to their regular responsibilities. Ambassador positions will be posted, and AIEA members may apply for the voluntary position and will be appointed at the sole discretion of the Town Manager. The AIEA and the Town will work collaboratively to develop the job description for this position.

Ambassadors will be required to participate and complete a training program. Upon satisfactory completion of the training program, ambassadors shall be paid a \$4,000.00 annual stipend, pro-rated, and paid weekly.

Ambassadors will also have the right to work a flexible schedule equal to the number of hours assigned and work in the Customer Service Center between the hours of 4:30 PM and 7:30PM.

The Town reserves the right to increase the number of Ambassadors at their sole discretion. After each fixed six-month period, should the Town elect to discontinue the evening hours of the Customer Service Center, it shall give reasonable notice to the AIEA and employees will not be eligible to receive compensation in accordance with this section.

24.4 The Assistant Office Administrator in CD&P will contribute to centralized services and the Customer Service Center as per their job description. The CSC will be considered their permanent workspace. In the event that employee leaves that position or their employment with the Town of Andover ends, the position will be posted in accordance with this Collective Bargaining Agreement.

- 24.5 Subject to available funding and Select Board approval, the Town will hire at least one (1) part-time employee dedicated to the Customer Service Center with a grade IE-16.
- 24.6 Employees, identified in Section 24.1, whose permanent work location is Town Offices (36 Bartlet Street or 30 Whitter Court) will be assigned by the Customer Service Center Supervisor to work in the Customer Service Center on a temporary and rotating basis.
- 24.7 The Customer Service Center Supervisor will work with Department Heads to assign employees on a rotating basis. Employees will be notified of their assignment at the Customer Service Center no less than two (2) weeks prior to their scheduled day. The two-week notice may be waived at any time by an employee willing to work in the Customer Service Center without such notice, or by the Town in unforeseen circumstances.
- 24.8 The regular business hours of the Customer Service Center will be 7:30 AM to 4:30 PM, Monday through Friday. The Customer Service Center may be open outside of these hours in order to serve the public during voter registration deadlines, tax payment due dates, or deadline driven situations or events for which Town offices are typically open late. Regular business hours of the Customer Service Center shall exclude all weather emergencies, holidays, or any day the Town offices are closed. Coverage of the Customer Service Center during hours outside of the aforementioned regular business hours will not result in any modifications to an employee's normal work schedule as a means to avoid paying the appropriate overtime as provided in Article 8 of this Collective Bargaining Agreement.
- 24.9 The Town will form a sub-committee prior to the Customer Service Center opening. The sub-committee shall include no less than three (3) AIEA members. The sub-committee will focus on the office layout and design as well as establishing standard operating procedures for the Customer Service Center.
- 24.10 The Town will provide any training necessary to employees working within centralized services. After the first full year of operation, the Town agrees to meet with the Union to address any mutually agreed upon needed modifications.
- 24.11 The Union waives its rights to the grievance and arbitration process related to Article 24.6.

ARTICLE 25: REMOTE WORK

- 25.1 Employee participation in a Remote Work program shall be strictly voluntary. During an employee's participation in a Remote Work program, all provisions of the Collective Bargaining Agreement shall continue to apply.
- 25.2 Participation in a Remote Work program shall not change an employee's employment

status, hours of work, job title, duties, benefits, or any other term and condition of employment stipulated in the Collective Bargaining Agreement. Furthermore, there shall be no change in the present level of compensation or rate of progression for participants.

ARTICLE 26: COLA INCREASES FOR AGREEMENT PERIOD

26.1 Cost-of-Living Increases:

The following cost-of-living increases shall be given (including retroactive pay):

FY26	Pay increase effective July 1, 2025	3.00%
FY27	Pay increase effective July 1, 2026	3.00%
FY28	Pay increase effective July 1, 2027	2.75%

26.2 Negotiations for the subsequent contract shall commence starting January 1, 2028

26.3 Unfunded Liability Offset:

Effective starting with the first pay period in July 1, 2019, each employee shall contribute 1.0% of the employee’s regular pay per pay period to the Town. Such contribution shall be referred to as an Unfunded Liability Offset (ULO). Each employee shall sign an authorization for payroll deduction for the ULO contribution. Any employee who declines to make a ULO contribution through payroll deduction shall not be eligible to receive the general wage increase. Any employees hired on or after July 1, 2019 who does not sign an authorization for payroll deduction for a ULO contribution to the Town equal to 1% of such employee’s regular pay per pay period, shall receive wages that are 2% less than the wages in Appendix B. Non-benefit eligible (health insurance and/or retirement) employees shall be exempt from this provision. Unfunded Liabilities provided by this section shall be considered all post-employment benefits such as but not limited to health insurance and retirement benefits.

ARTICLE 27: DURATION

27.1 This Agreement shall be effective as of July 1, 2025 and shall continue in full force and effect until and including June 30, 2028

27.2 On or after January 1, 2028, either party may notify the other of its intention to commence bargaining for a successor agreement, and the parties shall proceed forthwith to bargain collectively with respect thereto.

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

Appendix A: Listing of AIEA Positions

Periodically subject to change

GRADE	DEPARTMENT	FLSA STATUS	AIEA POSITION
IE06	COMMUNITY SERVICES – ELDER SERVICES	NON-EXEMPT	ADULT SOCIAL DAY CARE ASSISTANT
IE06	COMMUNITY SERVICES – ELDER SERVICES	NON-EXEMPT	MEALS ON WHEELS DRIVER
IE06	COMMUNITY SERVICES – ELDER SERVICES	NON-EXEMPT	SENIOR CENTER DRIVER
IE08	COMMUNITY SERVICES – ELDER SERVICES	NON-EXEMPT	TRANSPORTATION SCHEDULER
IE10	COMMUNITY SERVICES – ELDER SERVICES	NON-EXEMPT	OFFICE ASSISTANT
IE12	COMMUNITY SERVICES – ELDER SERVICES	NON-EXEMPT	FOOD SERVICE ASSISTANT
IE12	COMMUNITY SERVICES – RECREATION	NON-EXEMPT	OFFICE ASSISTANT
IE12	DPW	NON-EXEMPT	OFFICE ASSISTANT
IE12	DPW	NON-EXEMPT	OFFICE ASSISTANT
IE12	FIRE RESCUE	NON-EXEMPT	OFFICE ASSISTANT – FIRE PREVENTION
IE12	LIBRARY	NON-EXEMPT	LIBRARY ASSISTANT I
IE12	POLICE DEPARTMENT	NON-EXEMPT	OFFICE ASSISTANT – RECORDS CLERK
IE12	TOWN CLERK	NON-EXEMPT	CUSTOMER SERVICE ASSISTANT
IE14	CD&P – BUILDING & ZONING	NON-EXEMPT	OFFICE ASSISTANT
IE14	CD&P - CONSERVATION	NON-EXEMPT	OFFICE ASSISTANT
IE14	CD&P - HEALTH	NON-EXEMPT	OFFICE ASSISTANT
IE14	CD&P – LAND USE & PLANNING	NON-EXEMPT	OFFICE ASSISTANT
IE14	COMMUNITY SERVICES – ELDER SERVICES	NON-EXEMPT	PROGRAM ASSISTANT
IE14	COMMUNITY SERVICES – ELDER SERVICES	NON-EXEMPT	ADULT SOCIAL DAY CARE PROGRAM COORDINATOR
IE14	COMMUNITY SERVICES – RECREATION	NON-EXEMPT	OFFICE ASSISTANT
IE14	DEPARTMENT OF FINANCE & BUDGET - ACCOUNTING	NON-EXEMPT	ACCOUNTING ASSISTANT
IE14	DEPARTMENT OF FINANCE & BUDGET - ASSESSOR	NON-EXEMPT	OFFICE ASSISTANT
IE14	DEPARTMENT OF FINANCE & BUDGET – COLLECTOR TREASURER	NON-EXEMPT	OFFICE ASSISTANT
IE14	DPW	NON-EXEMPT	OFFICE ASSISTANT OF WATER AND SEWER

			BILLING
IE14	DPW	NON-EXEMPT	OFFICE ASSISTANT – SOLID WASTE
IE14	DPW	NON-EXEMPT	OFFICE ASSISTANT – WATER TREATMENT PLANT AND DISTIRBUTION
IE14	FACILITIES	NON-EXEMPT	WORK ORDER CONTROL CENTER COORDINATOR
IE14	LIBRARY	NON-EXEMPT	LIBRARY ASSISTANT II
IE14	POLICE DEPARTMENT	NON-EXEMPT	OFFICE ASSISTANT – RECORDS ADMINISTRATOR
IE14	TOWN CLERK	NON-EXEMPT	VITAL RECORDS ADMINISTRATOR
IE14	TOWN CLERK	NON-EXEMPT	VOTER RECORDS ADMINISTRATOR
IE16	CD&P	NON-EXEMPT	ASSISTANT OFFICE ADMINISTRATOR
IE16	CD&P – CONSERVATION	NON-EXEMPT	LAND MANAGER
IE16	COMMUNITY SERVICES – ELDER SERVICES	NON-EXEMPT	SERVICES PROGRAM COORDINATOR
IE16	COMMUNITY SERVICES – ELDER SERVICES	NON-EXEMPT	SOCIAL SERVICES CASE MANAGER
IE16	COMMUNITY SERVICES – RECREATION	NON-EXEMPT	KID CARE COORDINATOR
IE16	DPW	NON-EXEMPT	ACCOUNT SUPERIVISOR OF WATER AND SEWER BILLING
IE16	DEPARTMENT OF FINANCE & BUDGET - ACCOUNTING	NON-EXEMPT	ACCOUNTS PAYABLE COORDINATOR
IE16	DEPARTMENT OF FINANCE & BUDGET – COLLECTOR TREASURER	NON-EXEMPT	CASH MANAGER
IE16	LIBRARY	NON-EXEMPT	ADMINISTRATIVE COORDINATOR
IE16	POLICE DEPARTMENT	NON-EXEMPT	ANIMAL CONTROL OFFICER
IE16	POLICE DEPARTMENT	NON-EXEMPT	PARKING METER SUPERVISOR
IE18	DEPARTMENT OF FINANCE & BUDGET – ASSESSOR	NON-EXEMPT	FIELD APPRAISER
IE18	FIRE RESCUE	NON-EXEMPT	EXECUTIVE ASSISTANT
IE18	IT	NON-EXEMPT	TECHNICAL SPECIALIST I
IE18	LIBRARY	NON-EXEMPT	LIBRARY ASSISTANT III - ACQUISITIONS
IE18	POLICE DEPARTMENT	NON-EXEMPT	EXECUTIVE ASSISTANT
IE18	POLICE DEPARTMENT	NON-EXEMPT	PAYROLL AND COURT RECORDS ADMINISTRATION
IE20	CD&P – LAND USE & PLANNING	EXEMPT	ASSOCIATE PLANNER
IE20	CD&P - CONSERVATION	EXEMPT	CONSERVATION AGENT
IE20	CD&P – HEALTH	NON-EXEMPT	HEALTH INSPECTOR
IE20	COMMUNITY SERVICES – AYS	EXEMPT	PROGRAM COORDINATOR
IE20	COMMUNITY SERVICES – ELDER SERVICES	EXEMPT	COMMUNITY OUTREACH NURSE
IE20	COMMUNITY SERVICES – ELDER	EXEMPT	MANAGER OF FOOD AND NUTRITIONAL

	SERVICES		SERVICES
IE20	COMMUNITY SERVICES – ELDER SERVICES/RECREATION	EXEMPT	OFFICE ASSISTANT
IE20	COMMUNITY SERVICES – RECREATION	EXEMPT	PROGRAM COORDINATOR
IE20	DEPARTMENT OF FINANCE & BUDGET - PURCHASING	EXEMPT	OFFICE ASSISTANT
IE20	LIBRARY	EXEMPT	LIBRARIAN
IE20	LIBRARY	EXEMPT	PROGRAMMING & PARTNERSHIPS MANAGER
IE22	CD&P	NON EXEMPT	ELECTRICAL INSPECTOR
IE22	CD&P	EXEMPT	HEALTH AGENT
IE22	CD&P	NON EXEMPT	LOCAL BUILDING INSPECTOR
IE22	CD&P	EXEMPT	OFFICE ADMINISTRATOR
IE22	CD&P	EXEMPT	PLANNER
IE22	CD&P	NON EXEMPT	PLUMBING/GAS INSPECTOR
IE22	COMMUNITY SERVICES – ELDER SERVICES	EXEMPT	OUTREACH WORKER
IE22	DEPARTMENT OF FINANCE & BUDGET - ACCOUNTING	EXEMPT	PAYROLL MANAGER
IE22	DPW	EXEMPT	BUSINESS COORDINATOR
IE22	FACILITIES	EXEMPT	BUSINESS COORDINATOR
IE22	IT	EXEMPT	APPLICATION SUPPORT SPECIALIST
IE22	IT	EXEMPT	PLATFORM ADMINISTRATOR
IE22	IT	EXEMPT	TECHNICAL RESOURCE COORDINATOR
IE22	IT	EXEMPT	TECHNICAL SERVICES COORDINATOR
IE22	TOWN CLERK	EXEMPT	ASSISTANT TOWN CLERK
IE24	CD&P	EXEMPT	ASSISTANT DIRECTOR OF PLANNING
IE24	CD&P	EXEMPT	REGISTERD NURSE
IE24	COMMUNITY SERVICES – AYS	EXEMPT	ASSISTANT DIRECTOR
IE24	COMMUNITY SERVICES – ELDER SERVICES	EXEMPT	ASSISTANT DIRECTOR
IE24	COMMUNITY SERVICES – RECREATION	EXEMPT	ASSISTANT DIRECTOR
IE24	DEPARTMENT OF FINANCE & BUDGET - ACCOUNTING	EXEMPT	ASSISTANT TOWN ACCOUNTANT/TOWN AUDITOR
IE24	DEPARTMENT OF FINANCE & BUDGET – ASSESSOR	EXEMPT	SENIOR ASSESSOR
IE24	DEPARTMENT OF FINANCE & BUDGET – COLLECTOR TREASURER	EXEMPT	ASSISTANT COLLECTOR/TREASURER
IE24	DPW	EXEMPT	CHEMIST
IE24	DPW	EXEMPT	PROJECT ENGINEER

IE24	DPW	EXEMPT	SENIOR CIVIL ENGINEER
IE24	FACILITIES	NON-EXEMPT	MATERIALS COORDINATOR
IE24	IT	EXEMPT	APPLICATIONS SPECIALIST - GIS
IE24	IT	EXEMPT	SOLUTIONS ANALYST
IE24	LIBRARY	EXEMPT	COORDINATOR OF CHILDREN'S SERVICES
IE24	LIBRARY	EXEMPT	COORDINATOR OF LIBRARY TECHNOLOGY SERVICES
IE24	LIBRARY	EXEMPT	COORDINATOR OF REFERENCE SERVICES
IE24	SUSTAINABILITY	EXEMPT	DIRECTOR OF SUSTAINABILITY & ENERGY
IE26	CD&P	EXEMPT	ASSISTANT DIRECTOR OF PUBLIC HEALTH
IE26	CD&P	EXEMPT	DIRECTOR OF BUSINESS, ARTS, AND CULTURAL DEVELOPMENT
IE26	DPW	EXEMPT	ASSISTANT TOWN ENGINEER
IE26	DPW	EXEMPT	GENERAL FOREMAN - HIGHWAY
IE26	DPW	EXEMPT	GENERAL FOREMAN - WATER
IE26	DPW	EXEMPT	LAB DIRECTOR/ENVIRONMENTAL COMPLIANCE COORDINATOR
IE26	COMMUNITY SERVICES – RECREATION	EXEMPT	DIRECTOR OF KID CARE
IE26	FACILITIES	EXEMPT	BUILDING OPERATIONS MANAGER
IE26	FACILITIES	EXEMPT	MECHANICAL ENGINEER PROJECT MANAGER
IE26	IT	EXEMPT	SOLUTION MANAGER
IE26	IT	EXEMPT	PLATFORM ENGINEER
IE26	LIBRARY	EXEMPT	ASSISTANT DIRECTOR FOR PERSONNEL AND CIRCULATION SERVICES
IE26	LIBRARY	EXEMPT	ASSISTANT DIRECTOR FOR TECHNICAL SERVICES AND COLLECTION MANAGEMENT
IE28	DPW	EXEMPT	SUPERINTENDENT OF PARKS & GROUNDS
IE28	FACILITIES	EXEMPT	PROJECT MANAGER
IE28	IT	EXEMPT	EXPERIENCE ARCHITECT (CUSTOMER SERVICE)
IE28	IT	EXEMPT	PLATFORM ARCHITECT
IE28	IT	EXEMPT	PUBLIC SAFETY APPLICATION ARCHITECT
IE28	IT	EXEMPT	SOLUTIONS ARCHITECT

Appendix B: Salary Schedules

FY26 – 3% COLA with Unfunded Liability Offset										
		3	4	5	6	7	8	20	25	30
IE6	Hourly	22.98	23.81	24.64	25.47	26.38	27.26	27.56	27.84	28.12
	Annual	43,438.88	45,005.16	46,571.45	48,137.73	49,868.26	51,528.40	52,089.42	52,626.47	53,153.08
IE8	Hourly	24.84	25.70	26.61	27.52	28.50	29.49	29.75	30.05	30.35
	Annual	46,945.81	48,582.49	50,289.03	52,018.51	53,865.83	55,736.10	56,227.25	56,788.28	57,356.09
IE10	Hourly	26.80	27.76	28.71	29.71	30.76	31.81	32.17	32.46	32.78
	Annual	50,662.87	52,462.75	54,263.14	56,157.39	58,144.44	60,132.02	60,809.84	61,347.40	61,960.57
IE12	Hourly	28.93	29.95	31.00	32.11	33.22	34.37	34.72	35.09	35.44
	Annual	54,684.43	56,601.10	58,588.68	60,692.52	62,796.89	64,971.13	65,625.49	66,327.29	66,990.51
IE14	Hourly	31.26	32.35	33.50	34.66	35.88	37.16	37.50	37.88	38.25
	Annual	59,079.31	61,136.76	63,310.47	65,508.70	67,823.71	70,231.02	70,885.89	71,587.18	72,303.06
IE16	Hourly	33.76	34.94	36.17	37.43	38.77	40.13	40.50	40.92	41.33
	Annual	63,802.15	66,046.26	68,361.28	70,745.64	73,270.26	75,842.32	76,543.61	77,338.74	78,111.98
IE18	Hourly	36.47	37.73	39.06	40.42	41.83	43.32	43.76	44.17	44.61
	Annual	68,921.78	71,306.66	73,831.80	76,403.87	79,068.75	81,873.88	82,715.94	83,487.61	84,322.89
IE20	Hourly	39.42	40.81	42.23	43.69	45.20	46.76	47.23	47.72	48.20
	Annual	74,486.16	77,128.10	79,816.95	82,575.68	85,428.26	88,373.65	89,262.12	90,196.99	91,099.01
IE22	Hourly	42.54	44.04	45.54	47.16	48.81	50.48	51.02	51.56	52.07
	Annual	80,401.44	83,230.56	86,082.10	89,144.80	92,254.95	95,410.99	96,439.19	97,444.97	98,419.46
IE24	Hourly	45.93	47.54	49.19	50.94	52.72	54.57	55.09	55.65	56.21
	Annual	86,807.36	89,846.08	92,979.18	96,275.99	99,642.15	103,149.08	104,131.40	105,183.59	106,235.25
IE26	Hourly	49.60	51.33	53.13	54.99	56.92	58.92	59.50	60.14	60.74
	Annual	93,750.85	97,024.20	100,413.82	103,944.22	107,591.41	111,355.40	112,454.51	113,669.89	114,806.54
IE28	Hourly	55.07	56.99	58.99	61.06	63.20	65.41	66.04	66.72	67.38
	Annual	104,084.48	107,708.21	111,496.18	115,399.90	119,444.92	123,629.68	124,822.12	126,107.37	127,368.63

FY27 – 3% COLA with Unfunded Liability Offset										
		3	4	5	6	7	8	20	25	30
IE6	Hourly	23.67	24.53	25.38	26.23	27.18	28.08	28.39	28.68	28.97
	Annual	44,741.86	46,355.07	47,968.80	49,582.01	51,364.16	53,073.83	53,652.06	54,205.27	54,747.52
IE8	Hourly	25.58	26.48	27.41	28.35	29.35	30.37	30.64	30.95	31.26
	Annual	48,354.11	50,039.80	51,797.44	53,579.06	55,482.17	57,408.23	57,913.98	58,491.69	59,076.71
IE10	Hourly	27.61	28.59	29.57	30.60	31.69	32.77	33.14	33.43	33.77
	Annual	52,182.75	54,036.85	55,891.47	57,842.03	59,889.05	61,935.54	62,634.22	63,187.42	63,819.36
IE12	Hourly	29.80	30.85	31.93	33.07	34.22	35.41	35.76	36.15	36.51
	Annual	56,324.76	58,298.78	60,346.31	62,513.25	64,680.71	66,920.13	67,594.30	68,316.96	68,999.99
IE14	Hourly	32.20	33.32	34.50	35.70	36.96	38.27	38.63	39.01	39.40
	Annual	60,851.55	62,971.04	65,209.93	67,473.85	69,858.21	72,337.99	73,012.68	73,734.82	74,472.60
IE16	Hourly	34.77	35.99	37.25	38.55	39.93	41.33	41.71	42.15	42.57
	Annual	65,716.21	68,027.58	70,412.46	72,868.26	75,468.48	78,117.19	78,839.85	79,658.97	80,455.15
IE18	Hourly	37.56	38.86	40.23	41.64	43.09	44.62	45.08	45.50	45.95
	Annual	70,989.65	73,445.97	76,046.71	78,695.94	81,441.12	84,330.19	85,197.28	85,992.42	86,852.21
IE20	Hourly	40.59	42.03	43.50	45.00	46.55	48.16	48.64	49.15	49.64
	Annual	76,720.88	79,442.07	82,211.22	85,052.85	87,990.94	91,024.45	91,940.03	92,903.05	93,832.19
IE22	Hourly	43.81	45.36	46.91	48.58	50.27	51.99	52.55	53.10	53.63
	Annual	82,813.44	85,727.55	88,664.59	91,819.06	95,022.54	98,273.47	99,332.44	100,368.46	101,372.15
IE24	Hourly	47.31	48.96	50.67	52.47	54.30	56.21	56.75	57.32	57.89
	Annual	89,411.76	92,541.72	95,768.67	99,164.54	102,631.85	106,243.59	107,255.11	108,339.10	109,422.57
IE26	Hourly	51.09	52.87	54.72	56.64	58.63	60.68	61.28	61.94	62.56
	Annual	96,563.80	99,934.65	103,426.47	107,062.71	110,818.88	114,696.01	115,827.97	117,080.37	118,250.91
IE28	Hourly	56.72	58.70	60.76	62.89	65.09	67.37	68.02	68.72	69.41
	Annual	107,207.14	110,939.84	114,840.96	118,861.99	123,028.50	127,338.39	128,566.81	129,890.65	131,189.98

FY28– 2.75% COLA with Unfunded Liability Offset										
		3	4	5	6	7	8	20	25	30
IE6	Hourly	24.32	25.20	26.08	26.95	27.92	28.85	29.17	29.47	29.76
	Annual	45,972.36	47,629.89	49,287.94	50,945.47	52,776.63	54,533.75	55,127.62	55,695.95	56,252.80
IE8	Hourly	26.29	27.20	28.16	29.13	30.16	31.21	31.48	31.80	32.12
	Annual	49,683.68	51,415.78	53,221.91	55,052.54	57,007.79	58,987.02	59,506.86	60,100.21	60,701.39
IE10	Hourly	28.37	29.38	30.38	31.44	32.56	33.67	34.05	34.35	34.69
	Annual	53,617.65	55,522.84	57,428.04	59,432.82	61,536.15	63,638.96	64,356.40	64,925.25	65,574.39
IE12	Hourly	30.62	31.69	32.81	33.98	35.16	36.38	36.75	37.14	37.51
	Annual	57,873.84	59,902.08	62,005.93	64,232.31	66,459.73	68,760.15	69,453.09	70,196.08	70,897.89
IE14	Hourly	33.08	34.23	35.45	36.68	37.98	39.33	39.69	40.08	40.49
	Annual	62,525.25	64,702.61	67,003.55	69,329.52	71,779.57	74,327.13	75,020.60	75,762.55	76,520.66
IE16	Hourly	35.73	36.98	38.28	39.61	41.03	42.47	42.86	43.30	43.74
	Annual	67,523.39	69,898.36	72,348.42	74,872.00	77,544.17	80,265.88	81,007.83	81,849.37	82,667.97
IE18	Hourly	38.59	39.93	41.34	42.78	44.27	45.84	46.32	46.75	47.22
	Annual	72,941.77	75,465.87	78,138.05	80,859.75	83,680.53	86,649.38	87,540.45	88,357.49	89,240.74
IE20	Hourly	41.71	43.19	44.69	46.24	47.83	49.48	49.98	50.50	51.01
	Annual	78,830.99	81,626.73	84,472.54	87,391.85	90,410.76	93,527.69	94,468.29	95,457.91	96,412.60
IE22	Hourly	45.02	46.60	48.20	49.92	51.66	53.42	54.00	54.56	55.11
	Annual	85,090.92	88,084.79	91,103.18	94,344.20	97,635.28	100,975.89	102,064.05	103,128.23	104,159.56
IE24	Hourly	48.61	50.31	52.06	53.91	55.79	57.76	58.31	58.90	59.49
	Annual	91,870.16	95,086.68	98,402.26	101,891.47	105,454.19	109,165.52	110,204.67	111,318.38	112,431.57
IE26	Hourly	52.49	54.33	56.23	58.20	60.24	62.35	62.97	63.65	64.28
	Annual	99,219.29	102,682.95	106,270.71	110,006.54	113,866.46	117,850.48	119,013.20	120,300.02	121,502.88
IE28	Hourly	58.28	60.31	62.43	64.62	66.88	69.22	69.89	70.61	71.32
	Annual	110,155.66	113,990.55	117,999.08	122,130.65	126,411.87	130,840.12	132,102.43	133,462.76	134,797.54

Appendix C: Unfunded Liability Offset Information



Understanding the Unfunded Liability Offset

The Unfunded Liability Offset (ULO) is a voluntary employee deduction that is dedicated to addressing post-employment unfunded liabilities like retirement and OPEB (retiree health insurance). The ULO is a voluntary deduction of 1% of an employee's regular pay*. Below is a list of frequently asked questions on the ULO.

Is the ULO a pre-tax deduction?

The ULO is an after tax deduction. Only certain voluntary deductions are allowed by law to be deducted before taxes.

Is the ULO deduction mandatory?

The ULO is a voluntary deduction, so you can choose to decline this deduction. However, your disapproval will result in a lower annual gross salary than if you choose to authorize the ULO deduction. Please review the wage tables in your collective bargaining agreement or your employment agreement.

I work 19 hours per week and I do not qualify for a pension or health insurance benefits, do I have to pay the ULO?

No, the ULO does not pertain to employees who are not eligible for pension and/or health insurance benefits.

Is 1% deducted from any overtime I work? *

No, in most cases, the ULO is only subject to regular and recurring pay, not overtime.

How do I authorize the ULO deduction?

You must complete a form and submit it to the Accounting Office. This form will be part of your new hire packet.

Declining the ULO Deduction Authorization

Declining the ULO will mean that your wages will be 2% less than if you authorize the ULO. The first year the ULO was adopted, employees received a 2% cost of living adjustment in response to accepting the ULO provision. Below is an illustration of an employee making \$50,000 per year (prior to a 2% COLA), and what their gross salaries would be over time, both accepting and declining the ULO. This scenario assumes 2% annual cost of living adjustments and does not consider step increases*.

	Year 1	Year 10	Year 20	Year 30
Authorizing the ULO	\$50,490	\$60,340	\$73,554	\$89,662
Not Authorizing the ULO	\$50,000	\$59,755	\$72,841	\$88,792
<i>Difference</i>	\$490	\$586	\$714	\$870

It is important to note that both your overtime rate and your pension eligible salary are based on the annual salaries as illustrated above. Therefore, declining the ULO will mean a lower overtime rate and pension.

Why does the ULO exist?

Like many municipalities across Massachusetts and the United States, Andover has substantial unfunded pension and OPEB liabilities. These liabilities accumulated for several decades before municipalities were required to prefund them. The town has taken several steps to aggressively address unfunded liabilities. Costs for these liabilities will grow substantially over the next twenty to thirty years. The ULO is a mechanism that will help offset the costs of unfunded liabilities, decreasing the likelihood that these liabilities become an obstacle to the town funding operations, programs, and personnel.

**Review your collective bargaining agreement or employment agreement to determine how the ULO is calculated.*

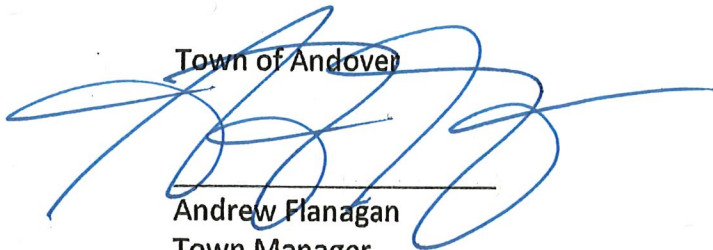
FREQUENTLY ASKED QUESTIONS

- Q. Does ULO come out of my paycheck before or after tax?
A. **The ULO payment is an after-tax deduction.**
- Q. Why?
A. **Only certain voluntary deductions are allowed by law to be deducted pre-tax.**
- Q. Is it retirement eligible/how does it affect my retirement?
A. **ULO is a deduction like health insurance or taxes, it is not compensation. The annual COLA percentage that is applied before the ULO deduction is retirement eligible.**
- Q. Does the 1% ULO giveback get withdrawn from overtime pay?
A. **The ULO is only subject to regular pay, not overtime pay.**
- Q. Does the 1% ULO giveback get withdrawn from my 15% longevity?
A. **15% longevity is considered a stipend, not regular pay, so it is not subject to ULO.**
- Q. Do Department Heads and Non-Union personnel also contribute to ULO?
A. **The Town is endeavoring to incorporate the Unfunded Liability Offset with non-union management employees in the context of their terms of employment.**
- Q. If I leave the Town of Andover, do I get back the 1%?
A. **No.**
- Q. Where will the monies go?
A. **The ULO deductions are placed in an account and can then be disbursed to either the OPEB trust or to the Andover Contributory Retirement System.**
- Q. If I'm out on worker's compensation, do I still contribute to the 1% ULO?
A. **If the Town continues to take other deductions, such as health insurance, life insurance and union dues, then the deductions for ULO will continue to be made.**
- Q. I am a 19 (or less) employee. Do I contribute to the 1% ULO?
A. **The ULO applies only to benefit eligible employees.**
- Q. What if I decline to make the 1% ULO contribution?
A. **Your wages will be lower than the annual COLA percentage listed in the Collective Bargaining Agreement for your respective grade and step.**
- Q. Is the 1% ULO give back for the length of the contract?
A. **The ULO was integrated into the Collective Bargaining Agreement in the same context as all other provisions.**

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

This Agreement is entered into this 1st day of July 2025

Town of Andover



Andrew Flanagan
Town Manager

Andover Independent
Employees Association
Negotiation Team

Karen Martin

Joe Cleary

B. Marini

Harriet Jackson

Mary R