

AGREEMENT BETWEEN
TOWN OF NORTH ANDOVER

&

AFSCME, COUNCIL 93, LOCAL 2978
CLERICAL CONTRACT

EFFECTIVE JULY 1, 2016 to JUNE 30, 2019

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ARTICLE I: RECOGNITION

Section 1. In accordance with the certification of the State Labor Relations Commission issued on April 19, 1984 in Case MCR 3453, the Town recognizes the Union as the exclusive bargaining representative with respect to wages, hours, and other conditions of employment for the following bargaining unit:

All full-time and regular part-time clerical employees of the Town of North Andover including the Town Hall, Public Works, Police and Fire employees, Library and Senior Center employees, and not including those employees/positions specifically excluded. An employee employed by the Town, as a continuous, part-time employee, for a minimum of 18 hours per week for six months shall be considered a regular, part-time employee.

ARTICLE II: MANAGEMENT RIGHTS

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

Section 2. Except as to the extent specifically abridged by this Agreement, the Employer shall not be deemed to be limited in any way by this Agreement in the performance of the regular and customary functions of municipal management and shall have, without interference, control, and supervision of the Town and its various departments and facilities. The Employer reserves and retains all powers, authority, and prerogatives including, but not necessarily limited to:

The right to assign, transfer, hire and promote; to determine the number of employees it shall employ at any time and the qualifications necessary for any jobs it may have or may create in the future; to suspend, demote, discharge, or take other disciplinary action against employees for just cause; to relieve employees of work or layoff employees for reasons of economy or other legitimate reasons; to determine the mission of the Town and its departments, its budget, its organization, and the number of classifications of employees to be utilized; to determine the types of operations, methods, and processes to be employed; to discontinue processes or operations; to determine reasonable standards of performance; and otherwise to take measures as the Employer may determine to be necessary for orderly and efficient operations.

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

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ARTICLE III: NO STRIKES

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

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

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

Section 4. The Employer shall have the right to discharge or otherwise discipline any employee who violates Section 1 above in accordance with provisions of M.G.L. c150 E, §15.

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

ARTICLE IV: PAYROLL DEDUCTION OF UNION DUES

Section 1. Pursuant to the provisions of M.G.L. c180, §17A, Union dues shall be deducted bi-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 Union dues. Remittance of the aggregate amount of dues shall be made to the Union Treasurer within thirty (30) days after the month in which dues are deducted.

Section 2. Such authorization may be withdrawn by an employee by giving at least (60) days' notice, in writing, to both the Town and the Union Treasurer.

ARTICLE V: PAYROLL DEDUCTION OF AGENCY SERVICE FEES

Pursuant to M.G.L. c150E, §12, as amended by Chapter 903 of the Acts of 1977, it shall be condition of employment that on or after the thirtieth (30th) day of employment in the bargaining unit, or the effective date of this Agreement, whichever is later, each and every member of the bargaining unit shall pay to the Union an agency service fee which shall be equal to the amount required to become a member and remain a member in good standing of the exclusive bargaining agent and its affiliates to or from which membership dues or per-capita fees are paid or received. Said agency service fee shall be deducted weekly.

ARTICLE VI: DISCIPLINE AND DISCHARGE

Section 1. No employee covered by this Agreement who has successfully completed his/her probationary period shall be disciplined or discharged without just cause.

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

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

Section 4, Probationary Employees. Persons covered by this Agreement shall be probationary for the first (6) months of their employment. During the probationary period, the employee shall receive a job performance review by his/her supervisor at the completion of three (3) months of service and at the completion of the six (6) month probationary period.

ARTICLE VII: GRIEVANCE AND ARBITRATION

Section 1. The grievant along with a Union representative may be present at all proceedings relevant to a grievance.

Section 2. A grievance is a complaint arising out of an alleged violation, misinterpretation, or misapplication of written provisions of the Agreement.

Section 3. Any grievance or dispute which may arise between the parties regarding the application or interpretation of this Agreement shall be settled in the following manner.

Step 1: The Union steward and/or representative, with or without the aggrieved employee, shall submit the grievance in writing to the Department Head (or his/ her designee) in which the grievant is employed within seven (7) calendar days after the employee knew or should have known of the occurrence or failure of occurrence of the incident upon which the grievance is based. The Department Head shall answer the grievance in writing within seven (7) calendar days of its submission.

Step 2: If the grievance has not been resolved by the Department Head or his/her designee within seven (7) calendar days of its submission, it shall be submitted to the Division Director within seven (7) calendar days of the Step 1 answer or the date when said answer is due, whichever occurs first. The Division Director shall answer the grievance in writing within seven (7) calendar days of its submission. Those employees in Departments with no Division Director (Police and Fire) can omit Step 2 and file directly at Step 3.

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Step 3: If the grievance has not been resolved by the Division Director within seven (7) calendar days of its submission, it shall be submitted to the Town Manager within seven (7) calendar days of the Step 2 answer or the date when said answer is due. The Town Manager shall hear the grievance and shall answer the grievance in writing within twenty-one (21) calendar days of its submission.

Step 4: If the Grievance has not been resolved by the Town Manager at Step 3, the Union, and only the Union, may submit the grievance to arbitration within thirty (30) calendar days following the Town Manager's answer or the date on which said answer is due, whichever occurs first. Submission to arbitration shall be accomplished by a letter addressed to the American Arbitrators Association, postage prepaid, with a copy to the Town Manager. The grievance shall constitute the sole and entire subject matter to be heard by the arbitrator. The arbitrator shall be chosen from a panel under the rules of the American Arbitrators Association. The cost of the arbitration shall be shared equally by the parties. The arbitrator shall have no power to alter, amend, modify, add to or subtract from this Agreement. The decision of the arbitrator shall be final and binding on both parties except that any money awarded shall not be retroactive prior to the date of the written submission of the grievance at Step 1.

Section 4, Time Limits. Failure by the Union to initiate and process a grievance in accordance with the time limits established in Steps 1 through 4 shall be deemed a waiver of the grievance.

Section 5. The occurrence or failure of occurrence of any incident prior to the execution date of this Agreement shall not be subject to grievance and arbitration.

ARTICLE VIII: NON-DISCRIMINATION AND THE A.D.A.

The Town and the Union agree not to discriminate against employees covered by this Agreement on any basis proscribed by applicable state laws such as M.G.L. c151B or applicable federal laws such as the Americans with Disabilities Act. Further, the Town and the Union shall not discriminate against employees based upon Union membership or non-membership or participation or non-participation in Union activities. Recourse for alleged violations of the above provisions is through the applicable state or federal administrative agency or agencies.

ARTICLE IX: SENIORITY

Section 1. An employee's seniority shall be based upon the length of continuous service with the Town commencing with the date of appointment to a permanent full-time or regular part-time position covered by this Agreement. Where two or more employees were appointed on the same date, seniority shall be determined by order of draw of names.

Section 2. Regular, part-time employees unless otherwise stated shall receive fringe benefits (i.e., vacation, sick leave, and holidays) pursuant to this Agreement provided they are employed an

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average of eighteen (18) hours or more per week throughout the fiscal year. Fringe benefits for regular, part-time employees working eighteen (18) hours or more per week shall be pro-rated in relation to a thirty-seven and one-half (37.5) hour workweek.

Regular, part-time employees of the Library, whose assigned hours of work average fifteen (15) hours or more per week throughout the fiscal year shall receive fringe benefits (i.e., vacation, sick leave and holidays) pro-rated in relation to a thirty seven and half (37.5) hour workweek.

Section 3. Seniority rights accrued to an employee under this Article shall be lost in the event of a break in continuous service with the Employer caused by any of the following:

- a. Voluntary resignation
- b. Discharge for cause
- c. Absence from work on five (5) consecutive working days without notice to the Employer
- d. Layoff for lack of work for more that twenty-four (24) months
- e. Failure to return to work after the expiration of any leave of absence
- f. Failure to return to work within fourteen (14) days after receipt of a registered or certified letter mailed to the employee at last known address requesting employee's return to work. Employees must notify Employer of intent to work within five (5) days of receipt of said notice

An authorized leave of absence will not be considered a break in continuous service for seniority purposes; however, where such leave extends beyond thirty (30) days, only the first thirty (30) days shall be counted toward an employee's accrued seniority. Further, suspensions of thirty (30) or more days shall not count toward accrued seniority.

Section 4. Layoffs In the event a layoff becomes necessary in the exclusive judgment of the Employer, the Employer will lay off on the basis of seniority within each job classification and department affected. The employee with the least seniority in the job classification with the affected department will be laid off first and may elect, if he/she chooses, to bump the employee with the least seniority within the bargaining unit in the same job classification or in a lower classification provided he/she is qualified to do the work. The Town shall provide a two-week notice of layoff to affected employees.

Employees will be recalled based on seniority in their job classification with the most senior employee recalled first. The employer shall determine whether layoff or recall shall be limited to part-time employees or full-time employees, or both. No new employee shall be hired within the department and classification from which employees are laid off until all laid-off employees are given an opportunity to accept a recall to work.

Section 5. Vacation requests will be approved by the Department Head subject to the operational needs of the Department and in a manner which will cause the least interference with performance of work. Subject to these provisions, seniority shall be used in resolving vacation selection preferences.

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Section 6. The Town shall prepare and forward to the Union a seniority list of employees in the bargaining unit. Seniority lists shall be revised by the Town no later than April 1 of each year and shall be posted in a conspicuous place, with a copy sent to the local Union President, showing the employee's name and seniority date.

ARTICLE X: PERSONNEL RECORDS

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

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

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

Section 4. Any employee shall have the right to examine all material in his/her personnel file with a Union representative present, if requested by the employee. A copy of any such material shall be furnished to the employee at his/her request.

Section 5. Records of oral warnings issued to employees by immediate supervisors, department heads, or division directors will be cleared from the employee files after twelve (12) months provided that the employee was not involved during such twelve month period in any infraction of the Town's personnel rules, regulations, policies, or practices. Once removed from the employee's file, such oral warnings shall not be used in connection with subsequent disciplinary actions.

ARTICLE XI: HOURS OF WORK AND OVERTIME

Section 1. The Town shall establish work schedules based upon the operational needs of the respective Department. The Town will notify the Union of such changes two weeks prior to a schedule change, when possible. Without limiting the Town's right to establish, change or modify work schedules to meet these needs, the following regular work schedules are acknowledged to be in effect:

The regular workweek for full-time employees covered by this Agreement shall be 37.5 hours per week. The regular workday for full-time employees shall be as established by the Town, excluding one-half (1/2) hour unpaid lunch for any workday in excess of five (5) hours.

Section 2. Full-time employees will normally be scheduled to work five (5) consecutive days, Monday through Friday, with two (2) consecutive days off with the exception of Library employees whose work schedules may vary.

Section 3. Regular, part-time employees will be assigned to work less than the full-time schedule specified in Section 1 and 2 and will not necessarily have consecutive workdays and days off. Said employees will be provided a one-half (½) hour unpaid lunch period when assigned to work more than five (5) hours in a workday.

Section 4. All work performed beyond 37.5 hours in a workweek shall be compensated at time and one-half the regular hourly rate or shall receive compensatory time off at an equivalent of 1.5 times the hours worked in excess of 37.5 hours per week.

Section 5. Accumulation of compensatory time off will be limited to no more than 22.5 hours. Those employees who have accumulated in excess of 22.5 hours of compensatory time off must be compensated at a pay rate of 1.5 times their regular rate per hour worked.

Section 6. All overtime work must be authorized and approved in advance by the respective Department Head in order to be compensated.

Section 7. Overtime work shall be distributed fairly and equitably in each department among all employees qualified to perform such work.

Section 8. Full-time employees will be scheduled to work a shift with regular starting and quitting times and, except in emergency situations, will be given two (2) weeks notice of change in their work schedule. Work schedules shall be clear, concise, and posted two (2) weeks in advance.

Section 9. The Town reserves the right to utilize time clocks as a method of recording time worked.

Section 10. Clerical staff working beyond 11:00 p.m. on recording duties at all individual board meetings will receive time and one-half pay for those hours.

ARTICLE XII: VACATION LEAVE

Section 1. A continuous, full-time employee or a regular, part-time employee shall be granted vacation with pay on the following terms:

One year of service	Two weeks
Five years of service	Three weeks
Ten years of service	Four weeks

After 10 years of service, employees shall receive one additional day for every year of continuous service for every year thereafter, for a maximum of five (5) weeks.

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An employee, after completion of the probationary period, may request one week of his or her vacation in advance, in which case he/she shall receive only one week's vacation after his/her first year of service.

Section 2. Employees will receive their full vacation entitlement as provided by this Article, on the first of the month in which their anniversary falls.

Length of service for purposes of vacation eligibility shall be based upon the employee's anniversary date of employment. The amount of vacation time allowed in any anniversary year will be based on the number of months of active service during the preceding twelve (12) months.

Employees may carry over from one benefit year to the next no more than five (5) days of vacation, regardless of the amount of vacation accrued during a specific year.

Section 3. Upon the death of an employee who is eligible for vacation under these rules, payment shall be made to the estate of the deceased in an amount equal to the vacation allowance as accrued in the vacation year prior to the employee's death but which had not been granted. In addition, payment shall be made for that portion of the vacation allowance earned in the vacation year during which the employee died up to the time of his or her separation from the payroll.

Section 4. Employees who are eligible for vacation under this Article and whose services are terminated by dismissal through no fault or delinquency of their own, or by retirement, or entrance into the armed forces, shall be paid an amount equal to the vacation allowance as earned, and not granted, nor used, up to the time of the employee's separation from the payroll due to such dismissal, retirement, or entrance in the armed forces. In addition, payment shall be made for that portion of the vacation allowance earned in the vacation year during which such dismissal, retirement or entrance into the armed forces occurred up to the time of the employee's separation from the payroll; but no such payment shall be made to those persons on injury leave who have not been separated from the payroll.

Section 5. Absence on account of sickness in excess of that authorized under the rules thereof or for personal reasons as provided for under other leave may, at the discretion of the Department Head, be charged to vacation leave.

Section 6. An employee shall be granted an additional day of vacation if, while on vacation leave, a designated holiday occurs which falls on a day he/she would normally work.

Section 7. Scheduling of vacation is subject to the approval of the Department Head. Employees shall submit their vacation request (except for single vacation days as noted below) 14 calendar days in advance of the requested vacation period. Multiple requests for the same vacation period will be resolved on the basis of seniority. An employee's requested vacation period shall be posted in the department for seven (7) days within which period a more senior employee may request that same vacation period and bump a junior employee. At the end of the seven (7) day posting period, a junior employee's requested vacation period shall be secured. Vacation leave must be used within the employee's anniversary (vacation) year, except as provided for in Section 2.

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In special circumstances, an employee may request an opportunity to accumulate more vacation than otherwise permitted and the Town Manager or his designee may allow such additional accumulation in his/her discretion. Changes in the vacation schedule may be made only in cases where the Department Head approves.

Vacation leave must be scheduled in units of one (1) week except that up to five (5) vacation days may be scheduled as single days upon one week's notice to the Department Head. Where one week's notice is given, said single vacation day will be allowed provided no other employee in the department is on vacation or absent for other reasons. Where less than one week's notice is given, approval of the single vacation day shall be at the Department Head's discretion.

Section 8. Absences for personal reasons may be charged to vacation leave upon the application by the employee and approval by his/her Department Head. Such absences, however, may not be charged to vacation leave beyond that which the employee has earned at the time of such application.

Section 9. Employees called upon to serve during a State or National emergency will have vacation time accrued as mandated by Federal and State laws.

Section 10. An employee on no-pay status with the Town shall cease accruing vacation leave.

Section 11. Upon completion of their first year of service, regular part-time employees of the Library, whose assigned hours of work average less than fifteen (15) hours per week, shall receive up to fifteen (15) hours of unpaid leave per year to be used and granted in the same manner as vacation leave.

ARTICLE XIII: SICK LEAVE

Section 1. A full-time employee in continuous service who has completed six (6) months of service shall be allowed six (6) days leave with pay and thereafter shall be allowed one and one-quarter days for each month of service, with unlimited accumulation, provided such leave is caused by sickness or injury or by exposure to contagious disease. Regular, part-time employees shall be credited with sick leave on a pro-rated basis.

Section 2. Sick leave shall be used only for the necessary absence of an employee as a result of his own sickness or injury, including treatment for drug or alcohol addiction. Any employee absent three (3) consecutive workdays or more may be required to submit a doctor's certificate to the Town Manager or his designee prior to receiving sick leave pay. Sick leave must be authorized by the Town Manager or his designee and reported on blanks provided. The Town may require a medical examination of any employee who reports his/her inability to report for duty because of illness. In such cases, the Town will select the physician and pay for the examination.

Up to four (4) days of accumulated sick leave may be used in a fiscal year for the purpose of an employee caring for a sick spouse or child residing in the employee's household.

Section 3. If a pattern of sick leave abuse exists, of which the employee has been warned in writing, the Town may take the appropriate disciplinary action including, but not limited to suspension or discharge.

Section 4. Employees who are going to be absent due to sickness or injury shall report their absence to the Department Head or his designee as close to the start of their shift as possible in order to be eligible for paid sick leave. If advance notice can be given to the Department (e.g., library employees) such a notice shall be provided so that the Department may contact a replacement.

Section 5. Notwithstanding any provision of this Agreement to the contrary, injuries arising out of and in the course of employment shall not be charged to sick leave, but shall be compensated in accordance with Worker's Compensation statutes. Any claims under said statutes shall not be subject to the grievance and arbitration provisions of this agreement. Accumulated sick leave may be used to compensate for the difference between Worker's Compensation payments and the employee's regular rate. The Town may debit the employee's sick leave accrual by such amount as it determines to be equitable in relation to such payment.

Section 6. The Town shall maintain accurate and complete records of employee's accrued sick leave and sick days used. Sick days accumulated as of the execution date of this Agreement shall be carried forward under this Agreement.

Section 7. An employee in a no-pay status with the Town shall cease accruing sick leave.

ARTICLE XIV: SICK-LEAVE BANK

Section 1. Employees in the bargaining unit who choose to contribute two (2) of their personal sick leave days, upon joining the sick leave bank, and on July 1, one (1) additional sick leave day into the sick leave bank to be administered by a sick leave bank committee consisting of two (2) members of the bargaining unit and two (2) members designated by Town Management. A list of employees in the bargaining unit will be made available on July 1st of each year to the sick leave bank committee.

Section 2. The following rules and regulations are promulgated for the purpose of administering a sick leave bank for employees who are members of the Union.

- 1) There is hereby established a sick leave bank from which employees that have exhausted their sick leave can make application to draw additional sick leave benefits to a maximum of fifty (50) days per fiscal year. Procedures and standards for contribution shall be as follows:
 - a. The bank shall be administered by Town Management.

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- b. Each application for sick leave from the bank will be considered separately by the sick leave bank committee. The employee's act of contributing to the bank does not guarantee the right to draw from the bank.
- c. The sick leave bank committee may require an employee, who applies to draw from the bank, to provide a medical certificate as to illness. The sick leave bank committee may re-evaluate each case at one month intervals, and, in that regard, the sick leave bank committee may require that the employee furnish further medical certification of illness, at no expense to the Town.
- d. The employee, while drawing from the sick leave bank, shall not earn or accumulate sick leave.
- e. The employee who is drawing from the sick leave bank for a period of more than thirty (30) consecutive calendar days shall forfeit a portion of his/her vacation leave. The portion so forfeited shall be determined by dividing the number of calendar days on which the employee is utilizing the bank by 365. Fractions shall be rounded off to the nearest whole day. In the event that said employee shall have then remaining vacation leave, the sick leave bank committee shall determine how much of the leave will be credited as vacation and how much will be credited to the employee as sick leave.

However, said employee shall be allowed to leave one week of vacation on the books. In the event that the employee shall have exhausted his vacation leave prior to drawing from the bank, adjustments shall be made from the employee's vacation leave for the following calendar year.

In the event that an employee drawing from the bank has accumulated unused vacation leave, which he is unable to use during the calendar year due to his sick leave status, the unused vacation leave will be credited as sick leave upon his return to work in the next calendar year, after his deduction of vacation leave, as provided in this section.

- 2) Employees have the option of joining the sick leave bank upon completion of their six (6) months probationary period.
- 3) In the event the number of days remaining in the sick leave bank reaches thirty (30), Town Management shall notify the Union of this fact and shall assess each participating employee one (1) additional day of his sick leave to be added to the sick leave bank. Any participating employee who does not wish to contribute the additional day, shall so notify Town Management within (10) days of the posting of Town Management's intention to make the assessment. In that event, the employee shall forfeit any further consideration for eligibility to draw from the sick leave bank and shall forfeit the use of days already contributed. The days so forfeited will remain in the bank for use by participating members. Each member will be assessed one (1) day each time additional contributions are needed.

- 4) Employee entitlement to draw from the sick leave bank shall be determined by the sick leave bank committee. In the event that the committee is unable to come to a decision, the Town Manager will be called upon to make the final determination. The determination by the sick leave bank committee shall be based upon, among other considerations, information and data supplied by the Union, information and data supplied by the Town, attendance and performance; provided, however, that an employee must contribute to the bank in order to be eligible to draw from the bank. Upon receipt of an application for use of the bank, the sick leave bank committee shall notify the Union, who shall supply information and data in writing, as they see fit, within seven (7) days of the notification.
- 5) If the sick leave bank committee and/or the Town Manager rejects an employee's application for use of the bank, such rejection shall be in writing and shall state the specific reasons for the rejection. The Town Manager's determination on the use of sick-leave bank time in excess of 30 days will be final.
- 6) In the event the sick leave bank totals 350 days, existing members will not be required to contribute one additional sick leave day on July 1 of each year as stipulated in Section 1 above.
- 7) These rules and regulations may be amended by Collective Bargaining or by mutual consent of the Town and the Union.

ARTICLE XV: BEREAVEMENT LEAVE

Emergency leave up to five (5) working days with pay following day of death in an employee's immediate family (spouse, child, parent of either spouse, brother, sister, grandparent of employee, grandchild of employee) and up to three (3) working days for the following: brother-in-law, sister-in-law, grandparent of spouse, and person in the immediate household.

ARTICLE XVI: EDUCATION LEAVE

An employee required by the Town to attend conferences, seminars, briefing sessions or other functions of a similar nature intended to improve, maintain or upgrade the employee's certifications, skills, and professional ability shall be granted leave with pay.

ARTICLE XVII: PERSONAL LEAVE

All employees after completion of their probationary period may, with the prior approval of the Department Head or Division Director, use up to thirty (30) hours (pro-rated for part-time employees) in each fiscal year for personal reasons. These days may be used to extend vacation with (2) weeks advance notice and approval by his/her Division Director. Except in cases of emergency, personal days for other reasons requires twenty-four (24) hours advance notice.

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ARTICLE XVIII: UNION BUSINESS

Section 1. Union staff representatives or officials shall be permitted to have access to the premises of the Employer for the performance of Union business, and shall be allowed reasonable access to Town property and records relevant to investigating grievances during normal business hours.

Section 2. One Union steward or officer for Town Hall and one Union steward or officer for the remainder of the bargaining unit shall be permitted reasonable time off with pay to investigate and process grievances in their respective areas.

Section 3. A total of up to five (5) days with pay per fiscal year shall be permitted the bargaining unit as a whole for the purpose of attending meetings, conventions, executive board meetings of the local, state, regional, or national union.

ARTICLE XIX: JURY LEAVE

An employee shall provide his/her Department Head with as much notice as possible when called for jury duty and shall provide the Department Head with notice of the dates of such jury duty. Employees shall receive their regular compensation for the first three (3) days of jury duty in accordance with the provision of M.G.L. c234A.

Employees are required to submit a Juror Service Certificate to their Department Head in order to receive their regular compensation for scheduled work days on which they performed jury duty. Employees who are excused from jury duty before 2:00 p.m. shall be required to report for work.

ARTICLE XX: MILITARY LEAVE

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

ARTICLE XXI: MATERNITY LEAVE AND THE F.M.L.A.

Section 1. Every full-time and regular, part-time employee who has completed the initial probationary period of employment shall be entitled to a leave of absence without pay or benefits for a period of twelve (12) weeks for purposes of giving birth, adoption or foster care. The employee must provide the Town Manager or designee with at least thirty (30) days advance notice (when the leave is "foreseeable") prior to her expected departure date and indicate her intention to return to work after the leave (as per "*The Family and Medical Leave Act of 1993*").

Section 2. An employee who returns to work after a leave for purposes of giving birth, adoption or foster care of no more that twelve (12) weeks shall be restored to his or her previous position with the same status, pay, and length of service credit.

Section 3. Employees may use accrued sick leave and/or vacation benefits for disabilities related to pregnancy or childbirth under the same terms and conditions which apply to other temporary medical disabilities.

Section 4. *Family Medical Leave Act/Small Necessities Leave Act:* The Town shall have the right to adopt policies and procedures for the administration of the Family Medical Leave Act and for the Small Necessities Leave Act as long as such policies and procedures are not inconsistent with said statutes. If is further agreed that occasional absences of ten (10) days or less shall not be designated by the Town as family medical leave.

Section 5. An employee who is not otherwise on full-pay status (i.e., paid sick leave or paid vacation leave) can continue group health insurance coverage during a maternity leave or FMLA by paying the full premium costs in advance on a monthly basis.

ARTICLE XXII: UNPAID LEAVE OF ABSENCE

Section 1. The Town Manager or his designee may, in his/her discretion, grant an employee's request for a leave of absence without pay for medical or other good and sufficient reasons. Such a leave shall, if granted, generally not exceed twelve (12) months.

Section 2. An employee seeking a leave of absence shall submit a written request to the Town Manager explaining the reasons why a leave is requested and how long a leave the employee is requesting. Such written request shall, except in case of emergency, be submitted to the Town Manager at least four (4) weeks prior to the date on which the employee wishes to start the leave. The Town Manager shall have discretion as to whether to approve a request for a leave of absence and as to the duration of any leave approved. That decision shall not be subject to review by an arbitrator under this Agreement.

Section 3. An approved leave of absence shall not constitute a break in service. However, an employee on an approved leave, other than a leave for military service, shall not accrue seniority or other benefits for the period of the leave. An employee on approved leave will not be entitled to any benefit but can continue group health insurance coverage by paying the full premium cost in advance on a monthly basis.

Section 4. An employee returning to work after an approved leave of absence will be placed at that step of the salary schedule at which he/she was being paid prior to the leave of absence.

ARTICLE XXIII: RETIREMENT LEAVE

An employee whose service is terminated by retirement shall be allowed a portion of his accumulated sick leave as retirement leave. The following formula shall be used in computing the amount of retirement leave to be allowed a retiring employee:

- 1) Twenty-five (25) whole years of continuous, full-time service shall be considered 100% service.
- 2) An employee who qualifies for retirement leave shall be entitled to the same percentage that the number of years of service bears to the 100% service factor of 25 years.
- 3) In no case shall the retirement leave be measured by more than 75 days accumulated sick leave, or fifteen (15) work weeks, whichever is the lesser. For employees hired after July 1, 2005, said leave shall be measured by no more than 20 days accumulated sick leave or four (4) work weeks, whichever is the lesser.

ARTICLE XXIV: HOLIDAYS

Section 1. The following days shall be recognized as paid, legal holidays on which days permanent employees shall be excused from all duty not required to maintain essential Town services:

New Year's Day	Memorial Day	Veteran's Day
Martin Luther King Day	Independence Day	Thanksgiving Day
Washington's Birthday	Labor Day	Day after Thanksgiving
Patriot's Day	Columbus Day	Christmas Day

Section 2. Christmas Eve – when December 24th (Christmas Eve) falls on a regular scheduled workday, Union members shall receive an additional half-day holiday as follows:

- 1) Town Hall, Community Development, and the Public Works Building shall close one-half work day with no loss of pay for clerical and custodial employees regularly assigned to work in those Town Buildings. Employees working in other buildings including the Police Station, Fire Station, and Library who are not released one-half work day shall be entitled to receive the equivalent number of hours off without loss of pay in the same week.
- 2) The scheduling of such compensatory time off must be approved by the employee's Department Head. The extra half-day holiday for Christmas Eve shall apply only when December 24th falls on a weekday.

Section 3. Day after Thanksgiving (Library personnel) – notwithstanding Section 1 above, the parties understand and agree that the library is open the day after Thanksgiving and those clerical personnel should assist in staffing it to provide adequate service to the public. The coverage

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needed from this unit is 16 hours (two employees working the eight hours the library is open). The coverage shall be provided as follows:

- 1) Volunteers will be sought during the last week of October. Among the volunteers, employees will be selected on a seniority basis.
- 2) If there are an insufficient number of volunteers, the Library Director shall assign employees in inverse order of seniority (junior first) to work the shift.
- 3) Employees working on the day after Thanksgiving will receive compensatory time hour for hour, such time to be taken at a later date with prior approval of the Library Director, or may opt to be paid at time and one-half for each hour worked.
- 4) An employee assigned to work the day after Thanksgiving may secure a replacement by a shift swap, with the knowledge and prior approval of the Library Director.

Section 4. Every full-time employee and regular part time employee working an average of eighteen (18) hours per week in a permanent position shall receive one day's pay at his regular rate based on the number of hours regularly worked on the day on which the designated holiday occurs. Regular part-time employees of the Library whose assigned hours of work average fifteen (15) hours or more per week shall receive one day's pay at his regular rate of the number of hours regularly worked on that day on which the designated holiday occurs.

Section 5. Payment under provisions of this Article shall be made provided the eligible employee shall have worked his last regularly scheduled working day preceding and following such holiday or was in full-pay status on such preceding and following days.

Section 6. An employee in continuous service who performs work on one of the days designated in Section 1, or, in the case of an employee in continuous employment whose regular day off or vacation day falls on any of the aforementioned holidays, an additional day off shall be allowed, or payment in lieu of one day shall be allowed in addition to the amount to which he is entitled under Section 4.

Section 7. Any employee in continuous employment, who, because of rotation of shifts, works different days in successive weeks shall be granted, in each year in which the number of holidays falling on his regular days off is in excess of the number of holidays in the year falling on Saturday, additional days off equal to the excess.

Section 8. Continuous employment, as used in this Agreement, shall mean uninterrupted employment except for required military service and for authorized vacation leave, sick leave, bereavement leave, or other leave of absence.

Section 9. Whenever one of the holidays set forth in Section 1 falls on a Sunday, the following day shall be a legal holiday. When a holiday falls on a Saturday, the preceding day shall be a legal holiday. Notwithstanding the foregoing provisions of this Section to the contrary, the Library

reserves the right to celebrate Saturday and Sunday holidays on those particular days and to close the Library on those days in addition to scheduling the holiday for the preceding Friday or following Monday. The Library will close no later than 5:00 p.m. on Christmas Eve and New Year's Eve.

ARTICLE XXV: LONGEVITY

Section 1. Employees who have been in continuous, full-time or regular, part-time employment shall receive longevity increments in accordance with the following schedule:

<u>Length of Service</u>	7/1/16	7/1/17	7/1/18
Over 5 but not over 10 years	\$ 550	\$ 600	\$ 600
Over 10 but not over 15 years	\$ 850	\$ 900	\$ 900
Over 15 but not over 20 years	\$1,225	\$1,525	\$1,525
Over 20 but not over 25 years	\$1,325	\$1,625	\$1,625
Over 25 years	\$1,425	\$1,725	\$1,725

Longevity will be pro-rated for regular, part-time employees.

Section 2. An employee will become eligible for longevity increments on the 5th, 10th, 15th, 20th, and 25th anniversary date of his/her employment and the amount of increment to which he/she is entitled for the current fiscal year will be determined by paying, in the first payday of December, the highest amount relative to the employee's anniversary date

Section 3. An employee who qualifies for longevity compensation and then leaves the employ of the Town shall not be entitled to such compensation if reemployed until a new five-year period of continuous, full-time employment has been served.

Section 4. If the service of an employee is interrupted by layoff, military service, or other reasons not resulting from the employee's own action, total service will be considered as continuous service.

Section 5. Upon termination of an employee, the total longevity payment shall be a pro-rated amount related to that portion of the fiscal year in which their employment is terminated. Upon the death of any employee, benefits shall be paid to the estate of the deceased.

Section 6. Upon retirement, eligible employees shall receive the entire benefit.

ARTICLE XXVI: CLEANING ALLOWANCE

The Town shall provide a cleaning allowance in the amount of \$175 to employees covered by this Agreement. This cleaning allowance shall increase to \$200 as of July 1, 2017 and to \$225 as of

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July 1, 2018. The cleaning allowance shall be paid in the first pay period of each December during the terms of this agreement.

ARTICLE XXVII: JOB POSTING AND BIDDING

Section 1. When the Town determines the need to fill a vacancy in the bargaining unit, a notice of vacancy shall be posted within the Town Hall, Public Works, the Senior Center, the Library, the Fire and the Police Departments listing the pay, duties and qualifications for the position. Accordingly, the Union Steward and the Union President shall receive control copies of the approved job posting.

Section 2. The vacancy shall be posted for ten (10) work days and interested employees shall apply in writing within the posting period. Selection of applicants in accordance with Section 4 of this Article shall be made first from within the Department in which the vacancy arises, next from within the bargaining unit, and then from outside the bargaining unit pursuant to Section 5 of this Article.

Section 3. The parties agree that the Town will post or advertise externally vacancies it decides to fill within the bargaining unit simultaneously with the internal posting, in order to expedite filling the position in the event the Town determines that no applicant from the unit is deemed qualified under Section 5 or if there are no applicants from the unit.

Section 4. Selections shall be made on the basis of qualifications, ability, and dependability and the Appointing Authority shall be the sole and exclusive judge on these criteria. Where qualifications, ability, and dependability are relatively equal, seniority shall be the determining factor. Where the senior applicant is selected, a junior employee may not grieve his/her non-selection.

Section 5. Where no applicant from the unit is deemed qualified for the position, the Town may hire an applicant from outside the unit.

Section 6. Position vacancies, outside of the bargaining unit, will be posted in accordance with Section 1, and will not be subject to provisions in Sections 2 through 5. These positions shall be posted for information purposes only and shall not be subject to the provisions of Article VII.

Section 7. A bargaining unit employee who has been approved for a transfer into a vacant position shall be transferred into such position within 30 days from the date the employee was notified of such transfer.

ARTICLE XXVIII: COMPENSATION

Section 1. Employees covered by this Agreement shall be compensated in accordance with the following wage schedule(s):

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July 1, 2016	2.0%								
	min	II	III	IV	V	VI	VII	VIII	max
S-5	\$15.82	\$16.44	\$17.11	\$17.98	\$18.70	\$19.06	\$19.45	\$19.84	\$19.89
S-6	\$16.50	\$17.16	\$17.85	\$18.73	\$19.48	\$19.86	\$20.27	\$20.67	\$20.72
S-7	\$17.21	\$17.89	\$18.62	\$19.54	\$20.32	\$20.73	\$21.14	\$21.56	\$21.61
S-8	\$17.86	\$18.57	\$19.31	\$20.29	\$21.09	\$21.53	\$21.95	\$22.40	\$22.45

July 1, 2017	2.0%								
	min	II	III	IV	V	VI	VII	VIII	max
S-5	\$16.14	\$16.77	\$17.45	\$18.34	\$19.07	\$19.45	\$19.84	\$20.24	\$20.29
S-6	\$16.83	\$17.50	\$18.21	\$19.10	\$19.87	\$20.26	\$20.67	\$21.08	\$21.13
S-7	\$17.55	\$18.25	\$18.99	\$19.93	\$20.72	\$21.14	\$21.57	\$21.99	\$22.05
S-8	\$18.22	\$18.95	\$19.69	\$20.69	\$21.52	\$21.96	\$22.39	\$22.85	\$22.90

July 1, 2018	2.0%								
	min	II	III	IV	V	VI	VII	VIII	max
S-5	\$16.46	\$17.11	\$17.80	\$18.71	\$19.45	\$19.83	\$20.24	\$20.64	\$20.69
S-6	\$17.17	\$17.85	\$18.57	\$19.48	\$20.27	\$20.66	\$21.09	\$21.50	\$21.55
S-7	\$17.90	\$18.61	\$19.37	\$20.33	\$21.14	\$21.56	\$22.00	\$22.43	\$22.49
S-8	\$18.58	\$19.32	\$20.09	\$21.11	\$21.95	\$22.40	\$22.84	\$23.30	\$23.36

January 1, 2019	0.5%								
	min	II	III	IV	V	VI	VII	VIII	max
S-5	\$16.54	\$17.19	\$17.89	\$18.80	\$19.55	\$19.93	\$20.34	\$20.74	\$20.80
S-6	\$17.26	\$17.94	\$18.66	\$19.58	\$20.37	\$20.77	\$21.19	\$21.61	\$21.66
S-7	\$17.99	\$18.71	\$19.46	\$20.43	\$21.24	\$21.67	\$22.11	\$22.55	\$22.60
S-8	\$18.67	\$19.42	\$20.19	\$21.21	\$22.06	\$22.51	\$22.95	\$23.42	\$23.47

Section 2. Pay Rates and Increments

- 1) An employee shall receive the increment between his present rate and the next higher step rate as follows:
 - a. After completion of six (6) months at the minimum or entrance rate.
 - b. Thereafter one year from the date of his previous increase until he attains the maximum rate of the range of the compensation grade to which his position class is assigned.
 - c. The increase in rate which this increment represents must be recommended by the employee's Department Head and approved by the Town Manager.
 - d. The increase shall be based on performance of the employee during the preceding six-month or twelve-month period and not solely on length of service.

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- 2) Any employee occupying a position in the classification plan who is not recommended to receive the increment shall have the right to appeal to the Town Manager.
 - a. Upon receipt of such appeal, the Town Manager may initiate and approve the increment without the recommendation of the Department Head after hearing both the employee and the Department Head or may deny the appeal.
 - b. In the event of the Town Manager's denial of the appeal, the employee involved may initiate a grievance at Step 3 of Article VII.
- 3) A new full time or regular, part-time employee denied an increment after six (6) months continuous employment shall be considered again for such increment following completion of an additional six (6) months continuous employment.
- 4) An employee receiving a promotion shall, upon assignment resulting from such promotion, receive the rate in the compensation grade of the new position next above his existing rate. If the resulting adjustment does not equal \$.20 per hour, the adjustment shall be to the second rate above the existing rate but within the compensation grade of the new position.
- 5) The employee receiving a promotion and adjustment in rate pursuant to the provisions of the preceding sub-section shall receive the next increment of his compensation grade effective following completion of six (6) months at the rate resulting from the promotion.
- 6) The Town Manager may authorize an entrance rate higher than the minimum rate upon recommendation of a Department Head, supported by evidence in writing of special reasons and exceptional circumstances satisfactory to the Town Manager and such other variance in the classification and compensation plans as it may deem necessary for the proper functioning of service of the Town.

Section 3. An employee assigned by the Department Head to work in a higher grade, after the fifth consecutive day and commencing with the sixth consecutive day shall be paid for work in the higher position at that step which provides an increase over his/her regular rate of compensation.

Section 4. Employees will be classified under this Article in accordance with the grade and classification schedule in Appendix A.

Section 5. Part-time Clerical Union employees assigned to the Library who are required to work on Sunday will be compensated their straight time for Sunday work plus a differential of \$21.50 as additional compensation for working on a Sunday.

ARTICLE XXIX: SAFETY AND HEALTH

Section 1. The Employer agrees to provide a safe, clean, and wholesome surrounding in all places of employment. The Employer shall inspect the premises to maintain good housekeeping.

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Section 2. The Employer shall at all times be concerned with the safety and health of the employees of their respective departments.

Section 3. If a piece of equipment is defective, worn, or dangerous to operate because of its condition, the supervisor shall not permit its use until authorized by his/her Department Head or designee.

Section 4. When an employee reports any condition which he/she believes to be injurious to his/her health to the Department Head, the Department Head shall seek to correct the situation.

Section 5. The parties shall form a joint safety committee with equal representation from the Town and the Union to discuss mutual concerns about work space, air quality, and safety issues.

Section 6. The provisions of this Article shall not be subject to the grievance and arbitration provisions of this Agreement.

ARTICLE XXX: EDUCATIONAL REIMBURSEMENT

A full-time permanent employee, having completed one year of service with the Town, shall be eligible to receive educational reimbursement as follows:

- 1) Advance approval of Department Head and Division Director required, however, the Town Manager makes the final decision.
- 2) Course must be offered outside normal working hours. Hardship cases may be discussed with approving authority.
- 3) Course contents must be job-related.
- 4) Course cost must be approved in advance.
- 5) Educational reimbursement of 100% will be made for tuition only based upon a passing grade of C or better.
- 6) Grade and payment certification is required before reimbursement.
- 7) Employee will be obliged to remain in the Town employment for six months after completion of the course, or full reimbursement for the last courses will be deducted from final paycheck at time of termination.

Employees may take on-line courses offered during working hours with the approval of the Department Head and Division Director of the relevancy of the on-line course and the required allotted time.

ARTICLE XXXI: MISCELLANEOUS

Section 1. Appropriations: No monies shall be paid under this Agreement in any particular fiscal year unless and until an appropriation has been made therefore. Further, where the cost of items in the Agreement is not fully funded for a particular fiscal year, the parties will return to the bargaining table for further negotiation.

Section 2. Savings: Should any provision of this Agreement be found in violation of the law, said provision shall be null and void, but all other provisions of the Agreement shall remain in full force and effect.

Section 3. The Town agrees to maintain the existing coffee break practice during the term of this Agreement. Further, the Town agrees that Library employees covered by this Agreement shall continue, during its term, to bid on weekend rotations as per existing practice. (Bid preferences are limited to which employees shall work on particular weekends so that all employees have an equitable rotation and no employee avoids all weekend work.)

Section 4. Reasonable space shall be provided for the Union bulletin board in every location where there are employees covered by this agreement.

Section 5. Notary Public Stamp: Any employee who becomes a notary public at the request of the Town Manager shall be reimbursed the sum equal to all costs incurred for commission and stamp.

Section 6. Union Meeting Space: Available space will be provided to the Union by the Town for Union meetings without cost where sufficient notice is given to the Town Manager or his designee and approval obtained.

Section 7. Inclement Weather: If work is canceled because of inclement weather, the Employer agrees to pay the employee his/her regular rate of pay for said day.

Section 8. Mileage Reimbursement: Employees using their own personal vehicle for Town business shall be reimbursed at the Town established reimbursement rate in effect at that time.

Section 9. Contract Copies: The Town and the Union will reach mutual agreement as to the number of original copies of this Agreement to be provided.

Section 10. The Town will provide the Union with the name, job title, and department of each bargaining unit member and will notify the Union of deletions and additions and any reason therefore.

Section 11. Gender: Whenever a male gender is used in this Agreement, it shall be construed to include male and female employees.

Section 12. Working Conditions: When the temperature reaches 90 degrees or 60 degrees in any employees' respective work area, except in cases of an emergency, after consultation with the

union steward, the Town Manager may suspend work for the balance of the shift provided, however, the Town Manager may reassign the employee to a work area not affected by the temperature condition. Employees relieved from work will be paid straight time rates to the end of their shift. Within one hour of meeting with union representatives, the Town Manager will make a decision as to the course of action to be followed.

Section 13. Clerical Classification: The Clerical classification shall be per the listing as found in Appendix A. Any classification may be changed by mutual agreement between the Union and the Town.

Section 14. Performance Evaluations: The parties agree to continue discussion concerning the adoption of a formal system of performance evaluations for utilization in making personnel decisions.

Section 15. Labor/Management Committee: There shall be established a committee designed to meet when needed to recommend methods and tools which could improve productivity and expedite harmonious resolutions of problems of mutual concern. The committee shall be comprised of two persons chosen by the Union and two persons chosen by the Town Manager. The committee shall meet no more than once quarterly, unless otherwise necessary, and no more than for one (1) hour per meeting. The committee cannot overrule and/or supersede any provisions contained within the collective bargaining agreement.

ARTICLE XXXII: STABILITY OF AGREEMENT

Section 1. No amendment, alteration, or variation of the terms or provisions of this Agreement shall bind the parties hereto unless made and executed in writing by the parties.

Section 2. The failure of the Municipal Employer or the Union to insist, in any one or more situations, upon performance of any of the terms or provisions of this Agreement shall not be considered as a waiver or relinquishment of the right of the Municipal Employer or the Union to future performance of any such term or provision, and the rights and obligations of the Union and the Municipal Employer to such future performance shall continue in full force and effect.

ARTICLE XXXIII: DURATION

These Agreements shall be effective as of July 1, 2016 and shall continue in full force and effect until and including June 30, 2019. These Agreements shall remain in force until a successor agreement is reached.

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

The Agreement represents the entire Agreement of the parties and may not be reopened except as provided herein during its term.

Executed this 18th day of July, 2016.

AFSCME, COUNCIL 93, LOCAL 2978
Clerical

Maura M. Ben
Nancy J. Barry
Dolores M. Bretton
Carol Markham 7-20-16

TOWN OF NORTH ANDOVER

Andrew W. Maylor
Andrew W. Maylor, Town Manager

BOARD OF SELECTMEN

Richard M. Vaillancourt
Richard M. Vaillancourt, Chairman
Phil DeCologero
Phil DeCologero
Rosemary Connelly Smedile
Rosemary Connelly Smedile
Donald B. Stewart
Donald B. Stewart
Tracy M. Watson
Tracy M. Watson

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APPENDIX A

<u>DEPARTMENT/DIVISION</u>	<u>CLASSIFICATION</u>	<u>GRADE</u>
<u>Finance Division:</u>		
Assessor	Departmental Assistant (PT)	S-7
Tax Collector	Principal Departmental Assistant	S-8
	Departmental Assistant/General	S-7
Town Clerk	Departmental Assistant	S-7
	Departmental Assistant/General	S-7
<u>Community Development Division:</u>		
Board of Appeals	Departmental Assistant/General	S-7
Building Department	Departmental Assistant/General	S-7
Conservation Department	Departmental Assistant/General	S-7
Health Department	Departmental Assistant/General	S-7
Planning Department	Departmental Assistant/General	S-7
<u>Community Services Division:</u>		
Elder Services	Administrative Secretary	S-7
	Van Driver	S-5
Library	Senior Library Assistant	S-7
	Library Assistant	S-6
<u>Division of Public Works:</u>		
Administration	Administrative Secretary	S-8
Public Works	Administrative Secretary	S-7
	Departmental Assistant/General	S-7
<u>Fire Department:</u>		
	Administrative Secretary	S-8
<u>Police Department:</u>		
	Administrative Secretary	S-8
	Departmental Assistant/General	S-7

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SIDE LETTER 1

Training

The parties acknowledge the need for a more comprehensive assessment and implementation of training for specific tasks required in specific jobs.

The parties will first identify specific training needs and options for meeting those needs. The parties shall discuss the most efficient way of meeting those needs, within the funds available, and priorities for training. The Town will determine the training to be provided and shall advise the Union of training requests which are either rejected or delayed.