

Memorandum of Agreement

Andover School Committee (School Committee)

And the

Andover School Independent Employees

The following constitutes an Agreement between the parties, subject to approval by the School Committee, and shall succeed the agreement that expired on June 30, 2014.

Length of Agreement: Three (3) years (July 1, 2014 – June 30, 2017)

Salary Schedule:

A. **Terms of Agreement:**

Increase the hourly, weekly, and annual rates of pay in effect end of day June 30, 2014 in accordance with the following schedule

<u>Effective date</u>	<u>Increase</u>
July 1, 2014	1.5%
July 1, 2015	2%
July 1, 2016	2%

B. **Salary Schedules:**

Add Steps 7 and 8 to Salary Tables

Effective July 1, 2013 (FY14) add Salary Steps 07 and 08 to Salary Tables identified as-AP01through AP21 inclusive. Said steps shall be created using a step differential of plus 3% between Steps 6 & 7 and Steps 7 & 8. Independent employees on Step 6 during fiscal year 2012 – 2013 will move to Step 7 during the fiscal year 2013 – 2014; Independent employees on Step 7 during fiscal year 2013 – 2014 will move to Step 8 during the fiscal year 2014 – 2015.

Add 9th Step to Salary Tables

Effective July 1, 2013 (FY14) add Salary Step 09 to Salary Tables identified as-AP01through AP21 inclusive. Said step shall be created using a step differential of plus 1% between Step 8 & 9 and awarded to Independent employees after their 20th anniversary. In no event shall any employee be eligible to take more than one step in a fiscal year.

Bonus Provision:

The Superintendent may authorize a bonus payment to individual independent employees based upon job performance and/or additional responsibilities as assigned.

Work Week:

A. 37 ½ Hours

B. In emergencies, a supervisor may prescribe reasonable periods of overtime work to meet operational needs and may authorize such supervisory employees as /he shall designate to act for s/he in requiring overtime work. Overtime shall be reported by the supervisor to the superintendent. Complete overtime records of employees shall be maintained by each supervisor.

When an independent salaried employee is required to work overtime, s/he shall be allowed an equal number of hours of time off within sixty calendar days after the overtime is worked or overtime pay as the superintendent may determine. No additional overtime will be allowed when accrual for time off has reached fifteen working days until such accrual has been reduced by time off or by payment in

cash at the overtime rate. For salaried employees not otherwise covered, the superintendent may extend compensatory leave.

Overtime will be paid on an hourly basis at one and one-half times the regular rate for any hours worked beyond 40 per week when authorized in accordance with the first paragraph under "B" above.

C. Employees will be granted a lunch time free of duties in compliance with the Fair Labor Standards Act.

General Business Hours:

A. *September 1 – June 30*

8:00 a.m. – 4:00 p.m. – **OR** – 8:30 a.m. – 4:30 p.m.

B. *July 1 – August 31*

8:00 a.m. – 4:30 p.m. (Mon. – Thurs.) & 8:00 a.m. – 12:00 p.m. (Friday)

-- **OR** --

8:30 a.m. – 5:00 p.m. (Mon. – Thurs.) & 8:30 a.m. – 12:30 p.m. (Friday)

February and April vacations:

8:00 a.m. - 4:30 p.m. (Mon - -Thurs) & 8:00 a.m.-2:00 p.m. (Friday)

OR

8:30 a.m. – 5:00 p.m. (Mon-Thurs) & 8:30 a.m. – 2:30 p.m. (Friday)

Holidays:

A. Independent Employees will have the following holidays:

1. Any legal holiday for which the Andover Public Schools are closed.

2. Any school holiday voted by the Andover School Committee.

3. When a legal or school holiday falls on a weekend, a floating holiday will be granted. However, Rosh Hashanah and Yom Kippur shall not be considered a floating holiday if they fall on a Saturday or Sunday.

4. List of current holidays:

New Year's Day	Martin Luther King Day	Christmas Day
President's Day	Patriot's Day	
Good Friday	Memorial Day	
Independence Day	Labor Day	
Yom Kippur	Rosh Hashanah	
Columbus Day	Veteran's Day	
Thanksgiving Day (and day following Thanksgiving Day)		

B. Business Hours on Thanksgiving Eve and New Year's Eve are as follows:

8:00 a.m. – 1:00 p.m. – **OR** – 8:30 a.m. – 1:30 p.m.

C. The afternoon of Christmas Eve, commencing at 12 noon, will be a holiday when December 24 falls on the normal Monday through Thursday work week.

D. A Friday after a Thursday holiday when school is not in session will be considered a holiday. This would include, at most, Independence Day, Christmas, and New Year's Day.

Vacation:	A	B (Grades 11 and up)
	As of the employee's one-year anniversary date -- 2 weeks	3 weeks
	As of the employee's five-year anniversary date -- 3 weeks	4 weeks
	As of the employee's ten-year anniversary date -- 4 weeks	4 weeks
	As of the employee's fifteen-year anniversary date -- 5 weeks	5 weeks

Members of the unit may carry over up to five (5) vacation days. The days must be used by November 1st or they will be forfeited.

For all benefited independent employees who are hired with the standard two (2) weeks vacation earned after one year of employment, one (1) week of "entry" vacation shall be awarded after completion of six (6) months of employment (pro-rated for part-time employees) and the standard two weeks are awarded at the one year anniversary.

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

Tuition Reimbursement:

The total amount for reimbursement granted in 2012-2013 will be \$1,500.
 All requests for tuition reimbursement must be made by January 15 of the 2012-2013 school year.
 The total amount for reimbursement granted in 2013-2014 will be \$3,000.
 The total amount for reimbursement granted in 2014-2015 will be \$5,000.
 All requests for tuition reimbursement for FY14 and FY15 must be received prior to April 1 of the current year for the next year's budget.
 Maximum per person per year reimbursement is \$1,000. All courses taken must be job related and approved in advance by their immediate supervisor.

Personal Leave:

Three (3) days per year will be available to members of the unit. These are intended to be used to conduct imperative personal business which cannot be conducted outside of normal working hours and are not intended to be used as "vacation" days. Employees requesting personal leave will do so by whatever notification is currently in practice. Except in cases of emergency, and whenever possible, personal leave should be approved by the supervisor and requested not later than twenty-four (24) hours before the employee is to report to work. There is no carry over of personal days from one year to the next.

Bereavement:

In the event of the death of an immediate family member, the employee shall be entitled to up to five (5) days of leave with pay for the purpose of making necessary arrangements for and to attend the funeral or memorial services or handle other matters of estate. For the purposes of this section, immediate family shall mean spouse, children, step-children, parents, and siblings.

In the event of the death of a grandparent, an in-law (mother-, father-, daughter-, son-, sister- or brother-in-law) or any person in the employee's household, the employee will be granted three (3) days' bereavement leave with pay (the day of the funeral if it is a work day, and two (2) additional workdays falling between the day of the death and the day of the funeral).

In the event of the death of any other relative or close family friend not mentioned above, the employee will be granted one (1) day bereavement leave with pay on the day of the funeral.

When individual circumstances require, the definition of immediate family may be expanded. Bereavement leave would then be the same as in the first paragraph.

Consideration would be given for unusual circumstances and/or for religious requirements. Additional paid leave may be granted after consideration of these unusual circumstances and/or religious requirements by the employee's immediate supervisor and/or the Superintendent (the employee has the option to use sick leave for additional time).

Sick Leave: Accrued at 1-1/4 days per month, not to exceed 15 days per year. Sick leave may accumulate to 220 days.

Longevity:	6 years	-	2.0%
	10 years	-	2.5%
	15 years	-	3.0%
	20 years	-	3.5%
	25 years	-	4.0%

Longevity will be adjusted as of the employee's anniversary date. Percentage increase will be allocated over the following 52 weeks based on the employee's payment schedule (i.e. weekly/biweekly).

Retirement Leave: A retirement plan will be set up whereby employees who retire from the system at age 55 or over would receive retirement benefits as follows:

After 10 years of service in Andover	30 days
After 11 years of service in Andover	36 days
After 12 years of service in Andover	42 days
After 13 years of service in Andover	48 days
After 14 years of service in Andover	54 days
After 15 years of service in Andover	60 days
After 16 years of service in Andover	66 days
After 17 years of service in Andover	72 days
After 18 years of service in Andover	78 days
After 19 years of service in Andover	84 days
After 20 years of service in Andover	90 days
After 21 years of service in Andover	96 days
After 22 years of service in Andover	102 days
After 23 years of service in Andover	108 days
After 24 years of service in Andover	114 days
After 25 years of service in Andover	120 days

Employee must give notification to the Superintendent of Schools by September 1 prior to the fiscal year in which retirement is to take place to be eligible for this benefit.

Sick Bank: The Independent Employees Unit has joined and is a member of the sick bank formed by the Administrators union.

Flexible Spending: Effective July 1, 2012, Independent employees may elect to participate in the Town's Flexible Spending Account program. Amounts deducted from the employee's paycheck for health-related expenses and dependent care expenses shall be limited as per IRS Guidelines.

The Town shall incur the annual cost of providing a Prepaid Benefits Card (or equivalent) to each interested independent employee who participates in the Town's FSA.

Health Insurance: Effective June 30, 2012, employees covered by the Agreement shall be entitled to health insurance in accordance with applicable law.

Annual Evaluation: Every Independent Employee agrees to be evaluated once a year in writing by his or her immediate supervisor.

Pay Periods: All Independent employees will be paid bi-weekly through direct deposit.

Terms of Employment: Notwithstanding anything else in this agreement, each independent employee is employed at will.

This agreement is entered into this 1st day of July, 2014.

ANDOVER SCHOOL COMMITTEE

INDEPENDENT EMPLOYEES UNIT













