

Agreement

Between

The Andover School Committee

And

The Andover Assistants' Organization

Effective September 1, 2020 through August 31, 2023



**ANDOVER**  
EDUCATION ASSOCIATION

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Pursuant to the provisions of Chapter 150E of the General Laws of the Commonwealth of Massachusetts, this contract is made on the day of its signing by the School Committee of the Town of Andover (hereinafter referred to as the Committee) and the Andover Assistants' Organization (hereinafter referred to as the Organization).

## **Article I**

### **Recognition**

1-01. For the purposes of the collective bargaining with respect to wages, hours, and other conditions of employment, the negotiating of collective bargaining agreements and any other questions arising there under, the Committee recognizes the Andover Assistants' Organization as the exclusive representative of all assistants employed by the Andover School System.

## **Article II**

### **Conditions of Employment**

2-01. If during the life of the contract any Assistant feels that an action taken by the Administration adversely affects her/his conditions of employment but does not violate the contract, the employee may discuss the matter with her/his immediate supervisor to see if the matter can be resolved. Immediate supervisor for a Health Assistant is the Head Nurse, for an Intensive Special Needs Assistant is the appropriate Program Advisor, and for all other Assistants is the Building Principal. If not resolved, then:

- a. The matter will be discussed by the Assistant involved, the President of the Organization and the Supervisor and/or Principal; if still not resolved, with the Director of Human Resources.
- b. If the matter is still not resolved, then representatives of the Organization will discuss the matter with the Superintendent in an effort to resolve the matter.

2-02. It is recognized that the Committee has and will continue to retain, whether exercised or not, the sole right and responsibility to direct the operation of the public schools of Andover. These rights and responsibilities will not be exercised in a manner inconsistent with or in violation of any of the specific terms and provisions of this Agreement. No action taken by the Committee with respect to these rights and responsibilities, other than as there are specific provisions herein elsewhere contained will be subject to the grievance provisions of this Agreement.

The Superintendent of Schools or designee has the right and responsibility to discharge or otherwise discipline any employee for just cause, to promote and transfer, and to layoff because of lack of work or other cause unless otherwise hereinafter provided.

**Article III**  
**Rights of the Employee**

3-01. Assistants covered by this Agreement will have and will be protected in the exercise of the right, freely and without fear of penalty of reprisal, to form, join, and assist employee organizations or to refrain from such activity; to hold office in and participate in the management of the organization; to act in the capacity of organization representative; and to engage in other lawful organizations and connected activities for the purpose of collective bargaining or other mutual aid or protection, except that no official of the Committee will participate in the management of the Organization or act as its representative if such activity would be incompatible with her/his official duties.

3-02. Assistants covered under the terms of this Agreement will receive from the Superintendent or his/her designee either thirty (30) days written notice of dismissal or thirty (30) days severance pay if dismissal is to occur.

Except that the Superintendent or his/her designee may immediately dismiss an Assistant without prior notice or severance pay if in the opinion of the Superintendent or his/her designee continued employment would be detrimental to the health, safety, or well being of the children or staff.

3-03. No Assistant may be discharged for unsatisfactory performance of duties without first being notified in writing of the nature of such unsatisfactory performance at least thirty (30) days prior to dismissal. If, at the end of the thirty (30) day period, the individual's performance is still judged to be unsatisfactory, the Superintendent or his/her designee will have the right to notify the individual in writing of her dismissal. Such dismissal will take effect fourteen (14) days following the date of notifications.

3-04. Every assistant will have a probationary period of employment, which will begin on the first day of employment and end upon the completion of the assistant's 92<sup>nd</sup> workday, exclusive of time when school is not in session. During the probationary period, an assistant may be discharged without cause. Should a building principal decide to discharge an assistant, the Association will be notified in writing and the assistant given two week's notice prior to dismissal. If the building principal determines that it is in the best interest of the health and safety of the school community, the assistant may be given two week's severance pay in lieu of notice.

Any dismissal of an employee is a serious matter and the Association reserves the right to discuss this decision with the building principal and the human resource director.

3-05. Pursuant to M.G.L. c.258, section 9, the Committee will provide indemnification for Assistants under its School Administration Liability Protection Policy.

3-06. Each Assistant will be evaluated by her/his principal or the principal's designee at least once a year for the first three years of employment. Thereafter, instructional assistants

will be evaluated every other year according to a schedule determined by the building principal and special education program coordinator. Evaluations will be in writing and delivered to the Assistant by June 1st. The evaluation will be given to the Assistant and placed in the Assistant's personnel file. The Assistant will be entitled to submit a written statement to be attached to any evaluation. It is understood that evaluations are confidential. (See Appendix A, Evaluation Guidelines and Form)

Should the evaluator determine that the Instructional Assistant's performance rating is 'needs improvement' or 'unsatisfactory', the instructional assistant may be placed on an improvement plan for a period of no less than thirty (30) days and no more than one full school year.

#### **Article IV**

#### **Work Year, Day**

- 4-01. The full-time salary is based upon a workday of seven (7) hours per day, including a paid lunch period identical to that of the teachers in her/his assigned school. An Assistant who works five and a half (5.5) plus continuous hours per day will be entitled to a paid lunch hour identical to that of the teachers in her/his school.

Although no specific break time will be scheduled into the Assistant's day, Assistants are entitled to an appropriate break as reasonable and necessary during their work day. Breaks will be evenly and consistently applied at all school houses.

All working hours will be continuous and without interruption.

- 4-02. The workday for all Assistants will begin and end at the time established in their assigned school. Assistants may be excused earlier at the discretion of the Principal or the immediate supervisor.
- 4-03. Assistants hired before July 1, 2014 will have a work year of 184 days.

Assistants hired after July 1, 2014 will have a work year of 182 days, with the following days being excluded from the schedule: the Parent/Teacher conference day in November and the last day of school for teachers.

Assistants hired before July 1, 2014 may voluntarily agree to reduce their work year to 182 days and may do so by stating such in writing to the Human Resource Office by June 30<sup>th</sup> of the school year preceding the change. This decision, however, will be irrevocable going forward.

- 4-04. The Human Resources Department will notify each Assistant, based on best available information and no later than the last day of school each year, whether a position is available. Human Resources will notify each assistant by August 1st of the tentative hours to be worked, the building to which the Assistant will be assigned, and program,

where applicable. Assignments are subject to change as staffing needs evolve and Assistants will be notified promptly of any changes.

The Superintendent agrees that it is important to maintain the work hours of Assistants at a level of twenty or more hours per week to the extent possible, in order to assure continuation of health insurance and retirement benefits. If it becomes necessary to reduce an Assistant's hours to fewer than twenty (20), the Superintendent agrees to maintain insurance and retirement benefits to the extent permitted by law and providing that the assistant pays the full cost of the premium in advance of each monthly payment.

The Committee will pay a \$500 bonus to Assistants working 0.80 FTE or greater or a \$250 bonus to Assistants working less than 0.80 FTE upon retirement provided the Assistant meets the following conditions precedent:

- (a) on or before November 1<sup>st</sup>, the Assistant gives written notice to the Human Resources Department of her/his intention to retire at the end of the work year in June; and
- (b) the Assistant works through the end of the work year in June; and
- (c) at the time of retirement, the Assistant worked a minimum of ten years for the Andover Public Schools; and
- (d) the Assistant retires at the end of the work year.

The Committee will endeavor to maintain the total work hours during an Assistant's last year of employment prior to retirement provided that the Assistant has notified Human Resources in writing of the Assistant's intention to retire by May 15<sup>th</sup> of the year preceding the retirement and such notice states that the Assistant is resigning effective at the end of the last day of the work year in June of the next work year and such resignation is irrevocable and is with the intention to retire.

- 4-05. A bargaining unit member who is required by her/his principal to work fifteen (15) minutes or more beyond her regularly scheduled workday will be compensated for the additional time at the Assistant's regular hourly wage.
- 4-06. In case of a delayed opening or an early dismissal, Assistants will be paid at their regular daily rate, provided they have reported to work in a timely fashion.
- 4-07. The Officers of the Assistants' Organization will be provided on a timely basis with the names, dates of hire, dates of retirement, termination or resignation, and assignments and hours of employment for all Association members.

## Article V

### **Sick Leave**

5-01. All members covered by this Agreement will be granted 12.5 sick days per year. All new members will commence employment with 12.5 days of sick leave expected to be accrued in one (1) year. If the member leaves during the first year and uses more than the credited amount of sick leave, the amount of the overused sick leave shall be deducted from her/his final paycheck.

5-02. Sick leave will be taken for an Assistant's personal illness, except that five (5) sick days may be used for attending to an ill spouse, child, parent, or a relative residing in the assistant's household who is dependent on the Assistant for care, and/or to observe religious holidays. Two (2) weeks' notice to the Human Resources Office will be given if days are to be used for religious holidays.

The Superintendent or his/her designee may authorize up to an additional seven (7) days of sick leave, to be deducted from the Employee's accrued sick leave, for extraordinary circumstances requiring the Employee to attend to an ill spouse, child or parent. This authorization must be preapproved before the leave is granted.

5-03. The Human Resources Department will notify all Assistants of their current cumulative sick leave by January 1 of each school year.

5-04. An assistant may use a half day of sick leave and be credited with a half day unused.

5-05. Sick Leave Bank:

The members of the Andover Instructional Assistants unit and the Licensed Practical Nurses unit have agreed to create a joint sick bank.

All Instructional Assistants and LPNs who have completed three continuous full school years will be enrolled into the Sick Leave Bank. The Sick Leave Bank will be jointly administered by the Superintendent or his designee and the Andover Assistants' Organization and the LPNA.

The Sick Leave Bank is aimed at giving assistance to those members who have long-term, terminal, mental, or accidental illnesses, which result in the exhaustion of their accumulated sick leave. Only enrolled members, those who have completed three consecutive full years or service, may petition the bank.

The Sick Leave Bank will be established by a deduction of the number of hours worked in one (1) day from each sick bank member's accrued sick leave. This deduction will be made by the payroll coordinator and will be based on a member's work schedule for the current school year.

If the Sick Leave Bank falls below fifty-eight (58) days, the payroll coordinator will notify Chairperson of the Sick Leave Bank Committee and said Chairperson will authorize that

each member make an additional contribution to the Bank. This contribution will be equal to the number of hours each Assistant works in one (1) day.

There will be a Sick Leave Bank Board comprised of the AAO President, the LPN President, and one (1) other member chosen by the AAO, and three (3) representatives appointed by the Superintendent. All decisions will be made by a simple majority vote. Leave will be granted in allocations of up to twenty (20) calendar days in amounts proportional to the member's actual work schedule over a twenty-day period. The maximum allotment of sick bank leave that may be granted to any one member during the course of an illness will be forty (40) calendar days made in allocations proportional to the member's actual schedule over this period.

The petitioner or her/his representative must present pertinent medical data and proof of illness. A response to any petitioner will be forwarded within two (2) weeks.

If the board suspects any case of sick leave abuse or sick bank abuse, it will refer such suspicions to the Superintendent who may require the individual to submit to medical examinations or provide proof of illness from medical experts. The Superintendent may take disciplinary action against any employee who abuses sick leave or sick bank whether or not such abuse has been referred to the Superintendent by the board.

Upon retirement, an assistant may donate unused sick time to the Sick Bank up to a maximum of 40 individually accrued sick days, provided such an amount does not put the Sick Bank's balance over 80 days. Once the Sick Bank's balance has reached 80 days, no further retirement contributions shall be accepted until such balance again drops to 40 days.

## **Article VI**

### **Leaves of Absence**

- 6.01. **Personal Leave**: Each Assistant will be granted two (2) days' non-cumulative personal leave for the purpose of transacting or attending to imperative legal business, household, family or other matters. Personal leave days will not be used to extend a vacation or holiday period.

Except in instances of hardship, written request for such leave will be made to the Superintendent or his designee at least five (5) days in advance with the reason for requesting such leave.

- 6.02 **Bereavement Leave**: In the event of a death in the member's immediate family, an employee will be granted up to five (5) days leave with pay as follows:

The employee will be granted leave with pay on the day of the funeral if it is a workday.

In the event of the death of a sibling, parents-in-law, or any grandparents, or any person in the member's household, the member will be granted leave with pay on the day of the funeral if it is a workday, and two (2) additional workdays falling between the day of the death and the day of the funeral.

6.03A. Parental Leave: An employee who is regularly scheduled to work more than 20 hours per week and who has completed an initial probationary period of three (3) consecutive months is entitled to eight (8) weeks of parental leave for:

- (i) the purpose of giving birth, or
- (ii) for the placement of a child under the age of 18, or under the age of 23 if the child is mentally or physically disabled, or
- (iii) for adoption with the employee who is adopting or intending to adopt the child;

provided, however, that any two employees of the same employer shall only be entitled to eight (8) weeks of parental leave in the aggregate for the birth or adoption of the same child.

The employee shall give at least two weeks' notice to the Superintendent of the anticipated date of departure and the employee's intention to return to work or the employee shall provide notice as soon as is practicable if the delay is for reasons beyond the employee's control. Assistants are urged to give earlier notification to provide the Administration with additional time to secure a replacement and insure continuity of instruction.

The pregnant assistant may continue in her assigned position as long as her physical condition and ability to perform her assigned duties allow. The Superintendent may require medical evidence of the assistant's ability to continue to work in the same manner that it may require when questioning the health of an assistant in a non-maternity related situation.

During disability periods due to pregnancy or childbirth an assistant, upon a timely request for sick leave, is eligible to use sick leave pursuant to Article V.

An assistant who is eligible for parental leave but has not given birth to the child, shall be eligible to use up to five (5) of his/her accrued sick leave days to cover his/her absences from work for parental leave immediately following the birth/adoption of the child. Such days must be consecutive work days and must start with the date of birth/adoption of the child.

Under the Family and Medical Leave Act (FMLA), an employee who has completed one full year of service in the Andover Public Schools and who has worked a minimum of 1,250 hours over the prior year shall be entitled to 12 weeks of leave for the birth or adoption of child assuming the employee has not previously used any of the 12 weeks of FMLA leave. Such leave runs

concurrently with parental leave. For example, if an employee is entitled to both parental leave and 12 weeks of FMLA leave, the total leave the employee may take is 12 weeks because the first 8 weeks of FMLA leave runs concurrently with the 8 weeks of parental leave.

Upon completion of parental leave, the employee shall be restored to the position she held when her leave commenced or to a substantially equivalent position.

6.03 B. Child Rearing Leave: Timely with the birth or adoption of a child or upon completion of a childbearing leave, an employee will be entitled to a child-rearing leave of up to two (2) years, provided the employee gives written notice at least eight (8) weeks in advance of the leave or adoption of a child. Employees are urged to give earlier notification thus providing the Administrators with additional time to secure a replacement and ensure continuity of work performance.

The anticipated return date will be included in the application for such leave. Each Assistant on Child Rearing Leave shall notify the Human Resources Offices on or before May 1<sup>st</sup> of the Assistant's intention to return to work at the start of the following work year. Failure to make such notification shall constitute a voluntary resignation by the Assistant.”

Leave taken pursuant to this Article must be consecutive and unpaid and the return to full-time employment will constitute a termination of child rearing leave.

In determining the placement on the salary schedule of an employee who returns from a child-rearing leave, credit for a full year of work will be given on the schedule for the school year during which the leave began provided the employee completed at least ninety-two (92) school days or work during said school year; otherwise, the employee will return to the step on the salary schedule which the Assistant held prior to the commencement of such leave.

The employee will be restored as soon as practicable to the position she held when her leave began, or to a substantially equivalent position, provided, however, nothing contained herein will prevent the Committee from laying off an employee on child-rearing leave pursuant to its right under Article X of this Agreement.

6-04. Other Leaves:

- a. Any Assistant whose personal illness extends beyond the period compensated by sick leave will be granted a leave of absence without pay for up to six (6) months in accordance with Massachusetts General Laws.
- b. A leave of absence without pay of up to six (6) months will be granted for the purpose of caring for an ill spouse, parent, child, sibling, or other relative residing in the Assistant's household who is dependent upon the assistant for care.
- c. This leave is not intended to provide a member with an opportunity to follow a spouse to another job location or to hold a job open while the member takes another job or to hold a job open if the member has no intention to return.

- d. A member on leave must notify the Human Resources Office of intent to return to work no later than June 1.
- e. An Assistant who has served for more than three (3) years in Andover may be granted a leave of absence at the discretion of the Superintendent or designee, without pay or increment, for one (1) school year, provided the assistant notifies the Superintendent or designee in writing of her intent to do so by May 1. Selection shall be made in order of applications submitted on the first-come, first-served basis. No more than three (3) assistants will be granted a leave during each year.
- f. An Assistant, upon return following the leave, will be returned to a position substantially similar to the one he/she had. She will regain the seniority and shall be credited with the accumulated sick leave to which she was entitled at the time of leave.

6-05. Educational Leave: A leave of absence without pay, for up to one (1) school year, may be granted for approved full-time study or other approved educational activities, provided the member has served for three consecutive full years as an assistant in the unit.

6-06. Leave Without Pay: Each Assistant who normally works twenty (20) or more hours per week, provided the member has served for three consecutive full years in the unit, may be granted up to but not exceeding five (5) days of leave without pay per year, provided the Assistant gives two (2) weeks' prior notice in writing to the Superintendent and provides a compelling reason for said leave.

6.07 Assistant on Assignment: An Assistant who has been selected to take an Assistant on Assignment position for the school year or any part of the school year may return the following school year to her/his place on the unit's seniority list and retain her/his step in salary. This clause pertains only to Andover Public Schools teaching position.

6.08 Student Teacher Leave:

An assistant who has been employed by the APS for three full consecutive years may apply for an unpaid leave of absence for the purpose of pursuing a student teaching practicum provided that the following procedures are followed:

1. The assistant makes written application to the building principal and the director of human resources for such leave at least one month before the student practicum is to commence;
2. The assistant agrees the unpaid leave will be for a minimum duration of eight (8) weeks and a maximum duration of half a school year as defined by two, 90-day semesters, September to February and February to June. The assistant who is granted such leave shall not be an active employee of the Andover Public Schools during the duration of the leave.
3. No more than six (6) assistants will be granted such leave for any half-year, and the Superintendent may at any time decide to limit the leaves to fewer than six (6).
4. Provided such leave is granted, the assistant shall return to a similar position without loss of seniority, longevity, or placement on the salary schedule and such unpaid time will be counted as time worked for the above benefits.

- 6-09. In all cases of leaves without pay authorized by this article, employee participation in medical, dental, vision and life insurance programs in which the employee was enrolled just prior to any such leave may be continued by the employee to the extent permitted by law while on such leave, provided the employee pays 102% of the premium, as defined by COBRA regulations.

## Article VII

### **Health Insurance and Retirement**

- 7-01. The Town of Andover will pay the maximum amount of premium allowed as determined by vote of Town Meeting. The amount of the premium will equal that of Andover teachers.
- 7-02. Eligibility for health insurance benefits requires that an employee be scheduled for twenty (20) or more hours of work per week.

Effective January 1, 2009, the Employer will establish a flexible spending account through which members may contribute up to the IRS limit for medical expenses and up to the maximum permitted by IRS regulations for dependent care. The Employer will assume the costs of the administration set up of this plan.

- 7-03. The Town of Andover will provide retirement benefits as outlined in M.G.L. Chapter 32 for eligible Town employees.
- 7-04. Eligibility for Town Retirement benefits requires that an employee be schedule for twenty (20) or more hours per week. All permanent, full-time employees must be members of Town Retirement.

## Article VIII

### **Resignations**

- 8-01. Employees covered under the terms of this agreement must give thirty (30) days' written notice of intent to resign. Such notice will be submitted to the Human Resources department.
- 8-02. The Superintendent, at his/her discretion, may waive the thirty (30) day notice requirement.

## Article IX

### **Vacancies and Transfers**

- 9-01. All vacancies for assistant positions will be posted on the District's website. All Assistant vacancies will be posted within the school system before or as soon as they are posted outside the school system. The posting will be dated and the position will not be filled until five (5) days after the posting of the notice.
- 9-02. This section intentionally left blank.
- 9-03. This section intentionally left blank.
- 9-04. Assistants who desire a change in assignment, or who desire to transfer to another building for the next school year, will file a written statement of such desire with the Office of the Superintendent. Such assignment may be made at the discretion of the Superintendent or designee.
- 9-05. If a position is eliminated or changed from category of IA to another category, the Superintendent or his designee will notify the Organization. Should circumstances warrant a change in assignment, every reasonable effort will be made by the Superintendent to transfer the Assistant to a position compatible with the former assignment unless it is determined that an assignment to another category would be a better match for student needs.
- 9-06. The Superintendent or his/her designee will consider end-of-year transfer requests before making assignments of new Assistants. System-wide seniority will be given serious consideration; however, the final decision regarding assignments rests with the Superintendent or designee.
- 9-07. Written acknowledgement will be forwarded to the assistant upon receipt of the request for reassignment and/or transfer.
- 9-08. Notice of assignment will be given to the Assistant, with a copy to the Organization, within ten (10) days of the granting of the Assistant's request.
- 9-09. Each Assistant who applies for a new assignment to a particular position, but whose request is not granted, will be notified within ten (10) days of the date a decision is made, with a copy to the Organization.
- 9-10. When a reduction in the number of Assistants in a school is necessary, qualified volunteers for transfer will be considered. In making its decision on involuntary transfers, where more than one (1) person becomes subject to such transfer, the Committee will give serious consideration to system-wide seniority. The final decision regarding transfer rests with the Superintendent. It is understood that Assistants are under the employ of Andover Public Schools and not an individual school house. Where practical, serious consideration will be made to keep Assistants in the same school from year to year. However, Assistants will be allocated throughout the district schools in a

way that best facilitates the success of students as determined by the Superintendent or designee. Such reassignments, while not likely, may occur during the school year.

When student numbers, IEP services, or needs for 1:1 support change in a school, the shift in need may result in reassignment. On rare occasions, reassignment may be necessary mid-year. Every effort will be made to ensure that reassignment is to a position within the same school and, if this is not possible, to an assignment with the same number of hours. When a reduction in the number of Assistants in a school is necessary, every effort will be made to retain current Assistants through attrition. The final decision on reassignment rests with the Superintendent or designee.

- 9-11. Assistants who are reassigned have the right to a meeting with the Director of Student Services or building Principal, at which time the Assistant will be notified of the reasons for the transfer or reassignment.

## **Article X**

### **Reduction in Force**

- 10-01. In the event it becomes necessary for the Superintendent to reduce the number of Assistants because of decrease in pupil enrollment, reduction of the budget or for other financial reasons, the procedures set forth in the Article will govern the termination and re-employment of Assistants affected:
- a. To the extent possible, natural attrition will be used to reduce positions.
  - b. In determining which assistant will be laid off to accomplish a reduction in force, the Superintendent or designee will consider the qualifications of employees, the quality of past performance, as shown by all written evaluations on file, and the versatility and needs of the system. Where in the Superintendent's judgment the above factors are substantially equal, Assistants will be laid off in the order of length of continuous service as Assistants in the system, those with the least seniority to be terminated first.
- 10-02. The Superintendent or designee will attempt to notify assistants by June 1, but in any event will notify them no later than the last day of the school year preceding the layoff. Should layoff occur during the school year, the Assistant will be notified at least thirty (30) days before the layoff is to take effect.
- 10-03. All Assistants laid off will be placed on a recall list for twelve (12) months and will be recalled in the reverse order of layoff within classification. If a classification is exhausted, the following provisions apply:
- a. Assistants will be notified of vacancies through the normal posting process and be able to accept positions outside of their classification, if their classification is exhausted, and if they have the necessary qualifications and the Superintendent or

designee determines that with minimal on-the-job training they will be able to perform the duties of the vacant position.

- b. No new Assistant will be hired until all Assistants with rights of recall from layoff according to this Article, who have the necessary qualifications, have been offered the available position.

10-04. Recall Procedures: An email sent to the last email address on file at the Human Resource office will constitute recall notice. The Assistant is responsible for providing the Human Resources Department with the Assistant's current email address. Failure to provide electronic or other written acceptance within seven (7) calendar days will result in elimination from the recall list. The recall letter will state the location and the number of hours per week of the position to which the instructional assistant is being recalled. Human Resource staff will not be responsible for employee inquiries regarding specific responsibilities, start and end times of the assignment, and/or the identification of the supervising teacher. Such inquiries shall be directed to the Building Principal or Special Education Program Coordinator.

10-05. If two (2) or more Assistants are laid off effective the same date, for purposes of recall their order of layoff will be according to seniority.

10-06. To expedite the filling of a vacant position, the Superintendent or designee may notify more than one (1) person on the list of a possible vacancy, indicating whether they have first or lesser rights to the position.

10-07. Any Assistant who is laid off and who is recalled within one (1) year will regain the seniority and will be credited with the accumulated sick leave to which she/he was entitled at the time of layoff.

## Article XI

### **Grievance Procedure**

11-01. Definition of Grievance: A grievance is any complaint by an Assistant in the negotiating unit that (1) she/he has been subject to a violation, inequitable application, or misinterpretation of the contract, or (2) she/he has been subject to an unfair or discriminatory act or condition contrary to the contract.

11-02. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

11.03 "Day" will mean calendar day excluding weekends and holidays.

11-04. Grievance Procedure – In case of a grievance, the following procedure will be followed:

**i) Level One: Principal**

- a. The Principal or Supervisor will meet with the grievant and the Organization to consider the grievance and will render his/her decision in writing to the grievant and the Organization within ten (10) days.

**ii) Level Two: Superintendent**

- a. If the grievance is not resolved after presentation at Level One, the Organization may, within five (5) days, submit the grievance to the Superintendent.
- b. Within ten (10) days after receipt of the grievance, the Superintendent, or her designee, will meet with the grievant and the Organization to consider the grievance. The Superintendent or her designee will, within ten (10) days of the conclusion of this meeting, render her/his decision in writing to the grievant and the Organization.

11-05. If at the end of twenty (20) days (as defined at 11-03) following the occurrence of any grievance or of the date of first knowledge of its occurrence by any employee affected by it, the grievance will not have been presented at Level One of the procedure set forth above, the grievance will be deemed to have been waived; and any grievance in course under such procedure will also be deemed to have been waived if the action required to present it to the next level in the procedure will not have been taken within the time specified.

11-06. If any employee covered by this contract presents any grievance without representation by the Organization, the disposition, if any, of the grievance will be consistent with the provisions of this contract; and if the Organization shall so desire, it will be permitted to be heard at each level of the procedure under which the grievance shall be considered.

11-07. No written communication, other document, or record relating to any grievance will be filed in the personnel file maintained by the School Department of the Town of Andover for any employee involved in presenting such grievance.

11-08. It may be mutually agreed upon by both parties involved at any time at Levels One through Two of the Grievance Procedure that the amount of waiting time specified before proceeding to the next level may be waived.

**Article XII**

**Arbitration**

12-01. A grievance dispute not resolved at Level Two of the Grievance Procedure may be submitted by the Organization to arbitration. The arbitration may be initiated by filing with the Committee and the American Arbitration Association a request for Arbitration. The notice will be filed within ten (10) school days after receipt of the denial of the

grievance at Level Two of the Grievance Procedure. The voluntary labor arbitration rules of the American Arbitration Association will apply to the proceeding. The cost of arbitration will be shared by the parties.

- 12-02. Power of the Arbitrator: Notwithstanding anything to the contrary, no dispute or controversy will be subject to arbitration unless it involves the meaning, interpretation or application of an expressed provision of this contract. The arbitrator will have no power to alter, add to, subtract from, or modify any provision of the Agreement. The parties are agreed that no restrictions are intended on the powers of the Committee except those set forth in the language of this Agreement.
- 12-03. Decision of the Arbitrator: The arbitrator will issue his written decision no later than thirty (30) days from the date of the close of hearings or, if oral hearings have been waived, then from the date of transmitting the final statements and proofs to the arbitrator. The decision of the arbitrator will be accepted as final by the parties to the dispute and both will abide by it.
- 12-04. Staffing Clause: Notwithstanding any contrary provision of this Agreement, no provision of this Agreement will be deemed to require the Superintendent to hire any particular number or kind of personnel or to maintain any level of staffing, nor shall any arbitrator have the power to order the hiring of any kind or number of personnel as a consequence of any violation of this Agreement. This provision will not be deemed to restrict any arbitrator from ordering the reinstatement of any employee in any case dealing with the question of just cause for dismissal.

### **Article XIII**

#### **Mileage Allowance**

- 13-01. Assistants assigned to more than one (1) school during any day will receive the IRS rate or the in-town travel rate for town employees, whichever is greater. Mileage will be calculated based upon the business office mileage schedule and will be paid monthly.
- 13-02. Assistants requested to use their automobiles to perform official school business will receive in-town travel allowances according to the IRS rate or the in-town travel rate for town employees, whichever is greater.

### **Article XIV**

#### **Reimbursement for Tuition and In-Service Coursework**

- 14-01. Tuition Reimbursement: Upon the successful completion of a pre-approved, job-related course for professional improvement, an Instructional Assistant may be reimbursed up to a maximum of \$300.00 for the cost of the course. Such reimbursement will be made only after the Assistant produces evidence of the following: course pre-approval by the

Principal, the Superintendent's Office, and the Business Office; documentation substantiating payment to a college or university; and a final grade report indicating that the Instructional Assistant has passed the course. Course reimbursement will be limited to one (1) course per school year for any one member of the unit.

The human resource office will process and reimburse all tuition requests provided all of the above documentation is submitted by December 1 of the preceding school year in which the assistant plans to take the course.

Only Instructional Assistants who have completed three consecutive, full school years are eligible to apply for reimbursement under this article.

The total amount for reimbursement granted to the AAO in any full school year will be \$5,000.00.

An Instructional Assistant gaining admission to an in-service course, who has successfully complete the course work, will receive a \$75.00 stipend. An Assistant must pre-register for such in-service courses and receive prior approval from a Principal, the Superintendent's Office and the Business Office in order to be eligible for the stipend.

The total amount for stipends for the entire unit for in-service work shall be \$2,500.00. Stipends will be granted on a first-come, first-served basis; all requests must be submitted and approved by January 15 of a school year.

- 14-02. An accounting of the remaining funds for the Instructional Assistants in both the Tuition Reimbursement and the In-Service Programs will be made by January 30 of the school year. Any remaining monies may be used by the association to provide an in-service course specifically for Instructional Assistants. This course would be held after school hours. Assistants attending this in-service course will not be eligible for a \$75.00 stipend. Any unexpended monies will be returned to the system-wide staff development fund in June.

For purposes of this article, a full school year is defined as one that begins on or about September first and extends through the end of June.

- 14-03. The parties shall establish a joint labor management committee (JLMC) to explore improvements in Article XIV that would increase the usefulness of tuition reimbursement and professional development benefits, and to explore establishing differentiated job roles for Assistants interested in working with specialized populations. The JLMC will endeavor to make recommendations for contract adjustments where warranted on or before December 1, 2018 for implementation on September 1, 2019

## Article XV

### Salary

- 15-01. Bargaining unit members hired before July 1, 2014 are paid an annual salary based on a one hundred eighty-four (184) day work year and a seven (7) hour workday, unless they have voluntarily requested a reduced work year of 182 days. Assistants who work less than a full work year or a seven-hour workday will receive a pro-rated salary in accordance with Article 4-03.
- a.) Assistants hired after July 1, 2014 will have a work year of 182 days and be paid accordingly. The following days being excluded from the schedule: the Parent/Teacher conference day in November, and the last day of school for teachers.
- 15-02. Instructional Assistants, Vocational Coaches and Job Coachers are under direction of the special education teacher and/or the special education program head and in collaboration with classroom teachers. Instructional Assistant for Kindergarten and Title I are under the direction of the classroom teacher. Health Assistants are under the direction of the school nurse.
- 15.03 An Instructional Assistant will not be scheduled for, or have the responsibility of a class of students, or portion thereof except as otherwise provided herein.
- a. Except under extenuating circumstances, such as the inability to find a suitable substitute teacher, an Instructional Assistant will not substitute for a teacher while the teacher is out of the classroom other than to act in a supervisory capacity for a period longer than fifteen (15) minutes.
- b. At the request of the Principal, any Assistant who agrees to perform the function of a substitute teacher for part or all of the day shall be compensated at the rate of an additional \$9.00 per hour. No Assistant will be expected to perform any of the duties of an assistant at the same time she/he is performing the functions of a substitute teacher, if she/he is substituting for the entire day. It is agreed that the Assistant will not be provided with the assistance of a substitute instructional assistant during the regular classroom day. It is also understood that the request from a principal to substitute teach will be made to the particular Assistant based upon the needs of the classroom and the qualifications of the Assistant.
- c. At the request of the Director of Student Services, the Director for Health Services, and the Building Principal, a health assistant who agrees to perform the administrative function of a building nurse shall be compensated at the rate of an additional \$8.00 per hour for each hour in which the health assistant assumed the additional duties.
- d. An assistant appointed to a posted Assistant on Assignment position will be paid at Bachelor's Step 1 of the Teacher's Salary Schedule effective the first day of the assignment.

## 15.04 Assistants' Salary Schedule: Hourly Rates

Step	2020/21 School Year	2021/22 School Year	2022/23 School Year
1	\$16.61	\$18.88	\$19.26
2	\$18.06	\$19.52	\$19.92
3	\$19.33	\$20.72	\$21.13
4	\$20.51	\$22.09	\$22.53
5	\$21.87	\$23.57	\$24.05
6	\$23.34	\$24.51	\$25.00
7	\$24.27	\$26.30	\$26.82
8	\$26.04	\$26.56	\$27.09
9	\$26.30	\$26.83	\$27.55
10	\$26.30	\$26.83	\$28.00
11	\$26.30	\$26.83	\$28.00
12	\$26.30	\$26.83	\$28.00
13	\$26.30	\$26.83	\$28.00
14	\$26.30	\$26.83	\$28.60
15	\$26.30	\$26.83	
16	\$26.30	\$26.83	
17 *	\$26.88	\$27.43	

\* Note: For 2020/21 and 2021/22, step 17 incorporates the differential described in 15-05d.

15.05 Differentials:

- a. Assistants hired prior to September 30, 2001, employed as health assistants or special education assistants will be paid an annual differential of up to \$450 per year, to be included with their last paycheck of the school year. The amount paid will be based upon a thirty-five (35) hour workweek. Assistants employed as health or special education assistants after September 1, 2001, are not eligible for this stipend.
- b. Assistants with an Associate's Degree will be paid a differential of \$125.00 per year. Assistants with a Bachelor's Degree will be paid a differential of \$250.00 per year. Assistants with a Master's Degree will be paid a differential of \$350.00 per year. Assistants completing a minimum of 92 work days in any school year will be eligible for the full stipend, to be paid in full in June. Assistants who have more than one degree will be eligible for the differential associated with the highest level degree. Assistants applying for this differential must submit an official transcript to the

Human Resource Department before October 15<sup>th</sup>. This is a one-time submission and will not be required again unless submitting a transcript for a higher degree.

- c. Instructional Assistants who, as of June 30 of each school year, have completed the years of service specified below for the Town and/or the Andover Public Schools shall be entitled to longevity payment which shall not be cumulative according to the following schedule:

After the completion of ten (10) years of service	2.5% to the base salary
After the completion of fifteen (15) years of service	3.0% to the base salary
After the completion of twenty (20) years of service	3.5% to the base salary
After the completion of twenty-five (25) years of service	4.0% to the base salary

For purposes of this article, years of service will be computed as of the anniversary date of hire of the employee. These amounts are payable on June 30 of each school year.

- d. Assistants who have completed 16 years of service shall receive an additional step pay increase equivalent to \$750.00 for a full-time Assistant with a 184 day annual schedule. This increase will be incorporated into the Assistant's hourly rate and is reflected in the top step of the salary chart marked with an asterisk. Effective at the start of the 2022-2023 work year, this section 15-05d (longevity step) will be eliminated in its entirety.

- 15.06 The first paycheck in each school year shall coincide with the regular bi-weekly pay schedule for the Andover Public Schools. Assistants will receive twenty-one (21) equal paychecks on alternate Thursdays.
- 15.07 Assistants performing tasks that require more than her/his scheduled paid hours a week will be entitled to additional compensation subject to approval by the building supervisor at her/his hourly rate. This compensation will be paid the second payroll period of the month upon approval by the building supervisor and Business Manager.
- 15.08 Any Assistant working ninety-two (92) days or more during the school year shall, at the beginning of the next school year, advance to the next salary step.
- 15.09 The Superintendent/designee may place an Assistant on any Step in the salary schedule on the Assistant's date of hire based on experience. Resignation from the unit will constitute a break-in-service for purposes of this article.
- 15.10 All instructional assistants will be paid through direct deposit. The Committee may provide Assistants with electronic pay advices in lieu of paper pay stubs.

**Article XVI**  
**Vacation**

16.01 Full time (thirty-five (35) hours per week) Assistants who, as of June 30 of each school year, have completed continuous years of service as specified below for the Town and/or the Andover Public School shall receive vacation pay in the following amounts:

After completion of ten (10) years of service, five (5) paid vacation days. Vacation pay will be paid by June 30 of the school year.

Part-time Assistants with the same amount of service time will receive a prorated portion of five (5) paid days based on their weekly schedule.

**Article XVII**  
**Holiday Pay**

17.01 Effective September 1, 2006, assistants who have completed eight (8) consecutive years of employment shall receive five (5) days of holiday pay to be paid out at the end of the following and each subsequent school year. This benefit shall be prorated for part-time employees according to their F.T.E.s.

**Article XVIII**  
**Agency Fee**

This article intentionally left blank.

**Article XIX**  
**Reproduction of Agreement**

19.01 Human Resources will make the Agreement available online.

**Article XX**  
**Reopening**

20.01 This Agreement will continue in full force and effect until midnight, August 31, 2023, and will terminate automatically upon that date. Should either party desire to negotiate a new agreement, such party will, by January 1, 2023, give notice to the other party.

20.02 The initial submission of proposals will be delayed for thirty (30) days:

- a. When the Contract has not been signed by ninety (90) days prior to the reopening date: and/or

- b. When the Contract for the existing year will not have been distributed thirty (30) days prior to the reopening date.

20.02.1 All sections of this Agreement take effect on the date of the signing of the agreement between the School Committee and the Andover Assistants' Organization.

**Article XXI**  
**Saving Clause**

21.01 If any provision of this Agreement is or shall at any time be contrary to law, then such provisions shall not be applicable or performed or enforced, except to the extent permitted by law and substitute action shall be subject to appropriate consultation and negotiations with the Organization.

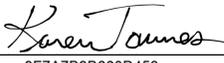
21.02 In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

## Agreement

This agreement supersedes any other agreement between the parties.

Agreed to this 17<sup>th</sup> day of March 2022.

### Andover Assistants' Organization

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Karen Torres, President

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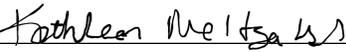
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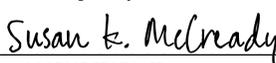
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### Andover School Committee

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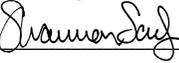
Susan McCready, Chair

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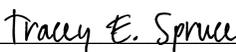
Lauren Conoscenti, Vice Chair

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Paul Murphy

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Shannon Scully

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Tracey Spruce

## APPENDIX A

### Assistant Evaluation

Instructional Assistant: \_\_\_\_\_

Date: \_\_\_\_\_

Evaluator: \_\_\_\_\_ School: \_\_\_\_\_

With input from: \_\_\_\_\_

Assignment: \_\_\_\_\_

Year of Hire: \_\_\_\_\_

Explanation: MS=Meets Standards; Needs Improvement=NI; Unsatisfactory=U; NA = Not Applicable

Ratings of Unsatisfactory and Needs Improvement must be accompanied by written comments of explanation.

<b>Job Performance Standards</b>	MS	NI	U	NA
Successfully implements IEP accommodations or modifications under the direction of the special education teacher and/or specialist				
Demonstrates knowledge and understanding of specialized instruction and/or behavioral modifications directed in individual students' IEPs				
Understands curriculum modifications and is able to explain content to students in multiple ways				
Successfully implements behavior modification techniques and is able to appropriately manage individual and group behaviors				
Works independently with individual or small groups and keeps students engaged and focused on learning				
Follows the directions of the special educator and/or specialist in the implementation of assigned students' IEPs				

<b>Communication Standards</b>	MS	NI	U	NA
Demonstrates through choice of language, respect and encouragement for students in caseload and students in general				
Maintains complete confidentiality with respect to student and family information				
Reinforces teacher-initiated/classroom rules and protocols, particularly as they relate to student behaviors and student safety				
Responds to teacher suggestions appropriately				
Carries out all assigned tasks as directed by the teacher				



## APPENDIX D

### Addendum to the Instructional Assistant Job Description

#### Re: Students who require regular assistance with their personal care and/or toileting.

The Andover Public School is committed to providing inclusive programs, in our schoolhouses for special needs students who present with a wide range of individual needs. In some circumstances, staff will be expected to assist the students with their personal care, including toileting.

These students may include:

- 1) Students with developmental delays who are enrolled in the Integrated Preschool Program;
- 2) Elementary students with PDD, Autism or other cognitive/neurological deficits who participate in one of the intensive programs at West Elementary or High Plain;
- 3) Other identified individual students who are fully included but require the support of a full time assistant.

These students may require assistance with:

- 1) Diaper changing;
- 2) Toilet training;
- 3) Assistance in the bathroom with dressing;
- 4) Assistance in the bathroom with personal care such as washing and wiping.

In circumstances where an assistant will be expected to provide such care, it is understood that the Andover Public Schools will:

- 1) Inform potential or transferred employees of this expectation at the time of hire or transfer;
- 2) Provide staff with training in appropriate procedures and guidelines;
- 3) Provide staff with appropriate materials and supplies such as gloves, wipes, plastic bags for wet or soiled clothing, containers for disposals, etc.
- 4) Develop alternate plans to address the student's personal care needs should the assistant be absent.

While each program or classroom will develop a specific plan for addressing the personal care needs of their students, a general guideline for toileting is available.

This addendum is not applicable for students who may have from time to time an "accident" and/or need assistance from the school's nurse.

The personal care/toileting differential provided by this Appendix D is only for regular and direct support of students with special motor, medical and/or other self-care needs regularly requiring the Assistant to diaper or provide hands-on toileting assistance (such as hands-on assistance with wiping). The need for diapering and/or toileting support must be due to the student's disability and must require regular hands-on assistance from the Assistant; not just verbal cueing. The differential outlined in Appendix D shall not be applicable in the case of typical developmental supports for students, such as diapering and toilet training that would be expected for a pre-school child.

Assistants working in this capacity will receive an additional \$1.00 per hour for those hours in which they work with students in the above population. Such authorization shall be made by the Pupil Personnel Administrator or the Program Head for Health Services. Multiple assistants who share responsibility for diapering/toileting of the same student and who are otherwise eligible for the differential provided by this Appendix D, will have the differential prorated accordingly.

## Appendix E

Assistants who experience threatening or abusive conduct will immediately report the same to the Building Principal who will investigate the report and take appropriate action. The instructional assistant may copy the Human Resources Director and the Superintendent if he/she believes such an action is warranted. Said report to the Building Principal shall be in writing, and contain the following information.

1. Name of the Instructional Assistant filing the report
2. Location of the incident
3. Name of Student (s) and/ adult (s) involved in the incident
4. A detailed description of the incident, including the approximate time of day, the nature of the conflict, a description of the abusive conduct and any witnesses to the behavior.
5. Said report shall be made within 48 hours following the incident, unless an emergency or vacation period prevents timely filing.
6. Date the report is being submitted.

At the conclusion of the investigation, the principal will within five working days generate a written report to the Superintendent with the original complaint attached. The report will include what steps will be taken to assure that the abusive behavior will cease.