

**Agreement Between
The Andover School Committee
And
The Andover Educational Secretaries Association**

Effective July 1, 2021 through June 30, 2024

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CONTRACT

Pursuant to the provisions of Chapter 150E of the General Laws of Massachusetts, this Contract is made this 21st day of October, 2021 by the School Committee of the Town of Andover (hereinafter referred to as the Committee) and the Andover Educational Secretaries' Association (hereinafter referred to as the Association).

ARTICLE 1 **RECOGNITION**

For the purposes of collective bargaining with respect to wages, hours, other conditions of employment, the negotiation of collective bargaining agreements and any questions arising there under, the Committee recognizes the Association as the exclusive bargaining agent and representative of all assistants and clerical employees of the Association excluding the executive assistant to the Superintendent of Schools, the executive assistant to the Assistant Superintendent of Teaching and Learning, the executive/administrative assistant to the Director of Student Services, the executive/administrative assistant to the Assistant Superintendent of Student Services, all assistants to the superintendents, and the assistants to the Human Resource Director, and all other employees.

ARTICLE 2 **RIGHTS OF THE COMMITTEE**

- 2.1 It is recognized that, in addition to other functions and responsibilities, the Superintendent has, and will retain, the sole right and responsibility to direct the operations of the employees and in this connection to determine the type of work to be performed, the hours of work, and to select, hire, and demote employees, including the right to make and apply rules and regulations of discipline and efficiency.
- 2.2 The Superintendent will also have the right and responsibility to discharge or otherwise discipline an employee for just cause, to promote and transfer, and to lay off because of lack of work or other cause unless otherwise hereinafter provided.

ARTICLE 3 **RIGHTS OF THE EMPLOYEE**

- 3.1 Employees covered by this Agreement will have and will be protected in the exercise of the right, freely and without fear of penalty or reprisal, to form, join and assist employee organizations, or to refrain from such activity; to hold office and participate in the management of the Association; to act in the capacity of Association representative and to engage in other lawful associations and concerted 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 Association or act as its representative if such activity would be incompatible with her/his official duties.

- 3.2 No employee may be discharged for unsatisfactory performance of duties without first being notified in writing of such unsatisfactory performance at least thirty (30) days prior to dismissal. If, at the end of this thirty (30) day period, the employee's performance is still judged to be unsatisfactory, the Superintendent will have the right to notify the employee in writing of her/his dismissal.
- 3.3 An employee may not be discharged without an appearance before the Superintendent if the employee so desires. Request for such an appearance will be made, in writing, to the Superintendent within five (5) days of the written notice of discharge. Failure to file for such an appearance within the specified time will be considered a refusal of the privileges of this section.
- 3.4 If during the life of the Contract, any employee feels that an action of the Committee adversely affects her/his condition of employment without violating the Contract, she/he may request an appearance before the Superintendent. A representative of the Association may take part in this meeting. A request for such a meeting must be made in writing within ten (10) working days after the employee first becomes aware of the action.
- 3.5 Members of the Association may expect to work in a safe environment. In the event of an emergency or other situation directly affecting her/his immediate safety, no assistant shall be unreasonably asked to remain in the building.
- 3.6 The Superintendent shall direct the building administrators annually to take reasonable precautions to assure during working hours, whenever foreseeable, that an employee covered by this Agreement shall not be the sole occupant of a building, provided said employee has been required to work.

ARTICLE 4
SALARY AND LONGEVITY

- 4.1 The salaries of all employees covered by this Contract are set forth in Article 22, which is attached hereto and made a part of this agreement. For the purpose of this Contract, step increments will be computed as of July 1 of each year. The Committee agrees that an employee will not suffer a reduction in salary because of the implementation of the July 1 step increment eligibility date.
- 4.2 **Military Service:** Consideration will be given to military service, in that full credit as experience will be given for each year of service in the Armed Forces up to a maximum of three (3) years. For the purpose of this section, one (1) year will be considered as nine (9) to twenty (20) months service; two (2) years as twenty-one (21) to thirty-two (32) months service; and three (3) years as thirty-three (33) or more months service.
- 4.3 Employees who, as of June 30 of each school year, have completed the continuous years of service for the Town and/or Andover School System referred to in the schedule below are entitled to the following payments as noted below. For purposes of calculating years

of service, an employee hired within ninety (90) days of July 1st will be credited with a full year of employment.

5 years of continuous service	2.0% of base salary
10 years of continuous service	2.5% of base salary
15 years of continuous service	3.0% of base salary
20 years of continuous service	3.5% of base salary
25 years of continuous service	4.0% of base salary

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

ARTICLE 5 **WORK WEEK AND WORK YEAR**

5.1 The regularly scheduled workweek of all employees will be Monday through Friday.

DEFINITIONS OF EMPLOYEES COVERED

1. Full time-full year employees--those members of the bargaining unit hired to work thirty-five (35) hours per week, fifty-two (52) weeks per year. Seven (7) hours per day, thirty-five (35) hours per week, Monday through Friday shall constitute the workweek when school is in session. When school is not in session, during the summer only, six and one-half (6-1/2) hours per day, Monday through Friday, shall constitute a workweek, from July 1, until the complete week prior to the opening of school.
 2. Part time-full year employees--those members of the bargaining unit hired to work twenty (20) hours or more per week but less than thirty-five (35) hours per week, fifty-two (52) weeks per year.
 3. Full time-school year employees--those members of the bargaining unit hired to work thirty-five (35) hours per week while school is in session, forty-two (42) weeks per year.
 - 4a. Part-time, benefited, school year employees--those members of the bargaining unit hired to work twenty (20) hours or more per week, but less than thirty-five (35) hours per week while school is in session, forty-two (42) weeks per year.
 - 4b. Part-time, non-benefited, school year employees--those members of the bargaining unit hired to work less than twenty (20) hours per week while school is in session, forty-two (42) weeks per year.
- 5.2 Each full-time, full-year employee and full time-school year employee is entitled to a forty-five (45) minute unpaid lunch period. Each full-time, full-year employee and full time-

school year employee is entitled to one (1) fifteen (15) minute break each morning and afternoon, and a part-time employee is entitled to one (1) fifteen (15) minute break.

- 5.3 The administration will develop each year a work calendar (or calendars) for forty-two (42) week employees. This includes all school days (180); one (1) in-service day; and ten (10) days, which includes five (5) days before the first day of the school for students and five (5) days after the last day of school for students. School year assistants (42 weeks) will not be required to work on the Friday before Labor Day if school is not in session.
- 5.4 A forty-two (42) week assistants may work during the summer--as few days as one (1) to as many as twenty (20) days--at summer hours, at her/his regular salary rate when agreed to by the assistant, her/his administrator and the Superintendent.

The Association will provide the Human Resource Director with a list of all assistants available to work in the summer. This list will be turned in by June 15. Assistants on this list shall be called first when summer work is available. If and when that list is exhausted, the Personnel Director may use other resources to find summer help.

- 5.5 All assistants who work during the summer months have the option of leaving by one (1) p.m. on Friday by increasing their work hours from Monday through Thursday when agreed to by the assistant, her/his administrator, and the Superintendent.
- 5.6 Any employee hired as a substitute executive/administrative assistant who works in that capacity for ninety-three (93) consecutive school days shall be appointed as a permanent hire for that year. Said employee shall be placed at Step 1 of the appropriate grade and shall receive all of the benefits to which she is entitled. If she is reappointed the following year, she shall be placed on Step 2.

ARTICLE 6 **OVERTIME**

- 6.1 All employees will be paid overtime at the rate of time and a half for any hours worked in excess of forty (40) hours per week. For any time exceeding an employee's regular workweek up to forty (40) hours, straight time will be paid. All additional time in excess of the employee's workday or work week must be authorized in advance by the Principal or the Principal's designee.
- 6.2 All hours worked in excess of the employee's regularly scheduled hours in a workday or a work week must be authorized in advance in accordance with Section 6.1. Notwithstanding this requirement, the Committee recognizes that there may be emergencies or extraordinary situations when an employee is required to remain beyond the employee's scheduled work day to address an urgent matter in the absence of the building principal or assistant principal. In such a situation, the employee shall submit the additional time to the Principal for written approval and will be compensated in accordance with 6.1 for the additional time worked.

ARTICLE 7
HOLIDAYS

7.1 Regular full-time employees will be granted the following holidays provided the employee works on the last scheduled day prior to the holiday and the first scheduled day after the holiday:

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

7.2 Forty-two (42) week employees will be paid for those holidays which fall within a work week in which they are regularly scheduled to work if they work the last scheduled work day prior to the holiday and their first scheduled work day after the holiday.

Part time-school year employees will receive holiday pay as above during the school year at their normal rate.

7.3.1 If a holiday falls on Saturday and is legally observed on that day, it will not constitute a paid day, as it does not fall within the workweek. The Monday observance of a holiday falling on Sunday will be maintained. A session-less Friday, following a Thursday holiday, will be deemed a paid holiday.

7.4 As long as the Wednesday before Thanksgiving is a half day on the Andover School Calendar, all school offices will close no later than one hour past students' leaving, in their respective schools. Central Office will leave no later than one (1) p.m. This applies to all employees.

7.5 Full-year, full-time assistants who work during the winter break will have December 24th and December 31st off as paid holidays when they fall on a Monday-Friday. Full-year, full-time assistants will have a holiday on the Friday before Labor Day only when school is not in session.

7.6 Religious holidays for which provision is not made in the school calendar, may be taken as needed provided they are approved in advance by the building principal. Such absences will be charged to sick time.

ARTICLE 8
VACATIONS

8.1 Full-Time Full Year Employees

Vacation time for full-time full year employees shall be defined as earned time off from work.

Vacation time for full-time full year employees will be earned at the following rate:

- Ten (10) paid vacation days accrued at a rate of 0.83 days per month for 0 - 5 years of service
- Fifteen (15) paid vacation days accrued at a rate of 1.25 days per month for 6-10 years of service
- Twenty (20) paid vacation days accrued at a rate of 1.66 days per month for 11-15 years of service
- Twenty-five (25) paid vacation days accrued at a rate of 2.08 days per month for 15+ years of service

All vacation days must be approved by the building principal.

A full year employee may carry over up to five (5) accrued unused paid vacation days into the next fiscal year. At no time shall an employee's vacation balance exceed the annual accrual limit plus five (5) days. Permitted vacation carry over will be automatic and will not require prior approval of the building principal.

Full-time, full-year employees who are entitled to fifteen (15) or more paid vacation days per year will be allowed to take up to ten (10) days of paid vacation during the school year with the prior approval of the building principal or immediate supervisor.

Full year school executive assistants will submit their request for vacation time to the building principal/supervisor/director a minimum of two (2) weeks in advance of the requested vacation. The principal/supervisor/director decision with respect to granting vacation time is not subject to the grievance process and is non-arbitral.

8.2 School year employees

Vacation time for school year employees shall be defined as payment in lieu of time off from work. Vacation time payments for school year employees will be earned at the following rate:

- Five days of pay for one (1) or more years of service to be paid out at the end of the school year;
- Ten days of pay for five or more years of service to be paid out in two installments; one week's pay following spring recess and one week's pay at the end of the school year.

8.3 Part-time full year employees will be awarded a prorated share of vacation time in accordance with 8.1, and part time school year employees will be awarded a prorated share of vacation time in accordance with 8.2.

- 8.4 If school is cancelled on a day that a personal or vacation day has been requested, the personal or vacation day will be cancelled, and the employee will be allowed to reschedule the personal or vacation day at another time.
- 8.5 For purposes of calculating years of service in the above vacation schedules, an employee hired within ninety (90) days of July 1st will be credited with a full year or a full school year of employment.
- 8.6 Transitioning from a School Year employee to a Full Year employee:

Full year employees receive vacation time after completing six (6) months of service.

A school year employee transitioning to a full year position will receive credit for time served in the Andover Public Schools.

School year employees transitioning to a full year position during the school year will have the following options with respect to vacation entitlements:

- Option A: receive payment according to the terms of a school year employee as outlined above in 8.2 for the time worked as a 43 week/school year employee; or
- Option B: defer payment of the one or two weeks of vacation pay as outlined in 8.2, and the employee will be credited with the equivalent of 6 months accrued vacation time defined as time off from work upon completion of six (6) months in a full year position.

ARTICLE 9 **SICK LEAVE**

- 9.1 All fifty-two (52) week employees will be allowed fifteen (15) days of sick leave per year, one and one-fourth (1-1/4) days per month, with accumulation to one hundred and eighty (180) days.
- 9.2 All forty-two (42) week employees will be allowed twelve and one-half (12-1/2) days of sick leave per year, one and one-fourth (1-1/4) days per month, with accumulation to one hundred and eighty (180) days.
- 9.3 Five (5) of these sick days per year may be used by an employee if the absence is required to attend to an ill child, spouse, or parent.
- 9.4 Sick Leave Bank - The Sick Leave Bank Board will consist of the Association President (who shall serve as chairperson) and two (2) other members of the Association. The School Committee will be represented by three (3) non-unit employees designated by the Superintendent of Schools. All decisions to grant sick leave must be granted by a majority vote.

1. Assistance is aimed at those employees who have a long term, terminal, mental or accidental illness, which results in the exhaustion of accumulated sick leave.
 2. Initial funding of the bank will be at the rate of one (1) day per member taken from regular sick leave. The total annual sick leave will be reduced by one (1) day per member over a two (2) year period.
 3. Individual petitions will be presented to the Board by the interested parties.
 4. The number of Sick Bank days granted to an employee will not exceed twenty (20) days, after which a new petition must be presented and updated.
 5. When the Sick Bank falls below twenty (20) days' accumulation, each employee will then contribute one (1) more day to be deducted from the employee's yearly sick day credit.
 6. 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.
 7. All decisions by the Sick Leave Bank Committee will be by simple majority vote.
 8. All petitions are to be held in strict confidence within the confines of the Sick Leave Bank Committee only.
 9. All Sick Leave Bank Committee decisions are final subject to one (1) appeal by the petitioner.
 10. A unit member may donate up to a maximum of 30 sick days to the Sick Bank upon a member's retirement. The number of sick days donated will be determined such that the donation does not put the Sick Bank balance over 80 days..
- 9.5 Any employee whose personal illness extends beyond the period compensated by sick leave may be granted a leave of absence without pay for up to six (6) months at the discretion of the Superintendent.
- 9.6 A leave of absence without pay of up to three (3) months will be granted for the purpose of caring for a sick member of the employee's immediate family. "Immediate Family" is defined as spouse, child, stepchild, parent, sibling, or any member of the employee's household. When individual circumstances require, the Superintendent may expand the definition of the immediate family.
- 9.7 Upon return from a long-term leave, said employee will re-enter the same position if available, or if not, to a position equivalent to the one which she/he held at the time said leave commenced.

ARTICLE 10
LONG/SHORT TERM LEAVES

A. PERSONAL LEAVE

- 10.1 Forty-two week employees will be granted two (2) days, non-cumulative for the purpose of transacting or attending to imperative legal business, household, or family matters impossible to transact during non-school hours. Personal leave may not be used to extend a holiday or vacation.

Fifty-two (52) week employees will be granted three (3) days of leave per year, one of which may be used when a holiday is one (1) day removed from the weekend and a second of which may be used as a floating holiday.

Employees requesting Personal Leave will request such leave through the on-line attendance tracking program for approval by her/his immediate supervisor or principal and the Assistant Superintendent, at least one (1) week in advance. Exceptions to the application of this provision may be made in the event of "floating holidays" or where one (1) week advance notice would either be a hardship or impossibility.

A "floating holiday" will be added for Veteran's Day if it falls on a Saturday or Sunday.

- 10.2 Each employee of the Association may be granted up to, but not exceeding, five (5) days of leave without pay, with approval of her/his immediate supervisor, provided the employee gives two (2) weeks' notice in writing supporting this request. Exception to the application of this provision may be made in the event of an emergency. Each employee of the Association may be granted up to, but not exceeding, five (5) days of leave without pay, with approval of the Superintendent of Schools, provided the employee gives two (2) weeks' notice in writing stating a compelling reason for the absence request. Exception to the application of this provision may be made by the Superintendent of Schools in the event of an emergency.

B. BEREAVEMENT LEAVE

- 10.3 a. In the event of a death in the immediate family, the employee will be allowed up to five (5) days for bereavement leave with pay (the day of the funeral if it is a workday, two (2) additional workdays falling between the day of death and the day of the funeral, and the two (2) days immediately following the funeral if they are workdays). ** "Immediate Family" of an employee is defined as spouse, children, stepchildren, parents, and siblings.
- b. 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).

- c. In the event of the death of any other relative or close family friend not mentioned in a. or b., 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 10.3a.

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).

C. OTHER LEAVES

- 10.4 An employee of this Association may be granted a leave of absence, without pay, for up to one (1) year with approval of her/his immediate supervisor and the Superintendent.

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 has the intention to retire.

- 10.5 Members shall notify the Human Resource Department no later than thirty (30) days prior to the end of the leave of their intentions to return to work.

- 10.6 Upon return from a short/long term leave, said employee will be returned to the same position held at the time said leave commenced, if available, or if not, to an equivalent position.

- 10.7 Any employee who has been selected to a permanent substitute position outside of the Association Unit, but within the Andover Public School System, for the school year or any part of the school year, may return to her/his place on the Unit's seniority list and retain her/his step in salary (leave may not exceed one year).

D. JURY DUTY

- 10.8 An employee, who is called to serve on a jury or is summoned to appear in court as a witness, will be paid the difference between any fees received and her/his regular rate of compensation. The employee must present appropriate certification of jury attendance and pay from the Clerk of Court.

E. MISCELLANEOUS

- 10.9 No School Days - If school is cancelled or delayed due to inclement weather or other emergency circumstances such as power outages, no executive/administrative assistant will report to work unless called by his/her immediate supervisor for urgent business and transportation is available.

If classes are cancelled for non-emergency reasons, such as in-service days or other events scheduled by the Superintendent; assistants will report to work as scheduled.

If school closes before the end of the regular school day due to bad weather or road conditions, all secretarial employees will be allowed to leave once the building principal determines that the school office responsibilities are completed. In no case, will the executive/administrative assistant remain in the building after the principal has left for the day. Under these circumstances, any executive/administrative assistant required to stay beyond her regularly scheduled work day will be compensated for extra time according to the Fair Labor Standards Act.

ARTICLE 11
A. PARENTAL LEAVE

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. Employees are urged to give earlier notification to provide the Administration with additional time to secure a replacement and ensure continuity of instruction.

The pregnant executive/administrative 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 executive/administrative assistant's ability to continue to work in the same manner that it may require when questioning the health of a executive/administrative assistant in a non-maternity related situation.

During disability periods due to pregnancy or childbirth an employee, upon a timely request for sick leave, is eligible to use sick leave pursuant to Article 9.

An employee 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.

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. Only one (1) parent will be eligible for such leave from the Andover School System for the birth or adoption of a child.

An employee on child-rearing leave will return to work at the beginning of a school year or at the semester break halfway through the year.

The anticipated return date will be included in the application for such leave. Prior to April 1 of each year the Association will, if requested by the Superintendent, aid in determining whether an employee is going to return the following year to the Andover School System.

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 of absence, credit for a full year of employment will be given on the schedule for the year during which the leave began provided the employee completed at least one-half (1/2) of the work year; otherwise, the employee will return to the step on the salary schedule which she held prior to the commencement of such leave.

ARTICLE 12
INSURANCE

- 12.1 The Town of Andover will pay the maximum amount of premium allowed other town employees.

ARTICLE 13
RETIREMENT

- 13.1 The Town of Andover will provide retirement benefits as outlined in M.G.L. Chapter 32 for eligible town employees.

ARTICLE 14
PRERETIREMENT

- 14.1 Each employee shall notify the their Building Principal no later than November 30th of her/his anticipated retirement on or after July 1 and before the start of the school year following July 1. Each employee who so notifies the their Building Principal no later than November 30th of her/his anticipated retirement and who retires on or after July 1 and before the start of the school year following July 1, shall receive a supplemental payment of \$1,000 upon retirement.

ARTICLE 15
A. PROFESSIONAL COURSES

- 15.1 The Superintendent may grant members a leave of absence with pay, within the limitations of the budget, for the purpose of attending educational conventions, professional meetings, training institutes, and other activities which have a demonstrable relationship to the improvement of professional skills.

Written request for such leave must be filed with the employee's building principal, coordinator or director at least ten (10) school days in advance. Exceptions may be made where notice of the activity was not received more than ten (10) school days in advance. Pre-approval for participation in such a program must have been received from the principal or coordinator, and Superintendent or her/his designee in order for the member to so participate.

Upon successful completion of a pre-approved, job-related course for professional improvement, an employee will be reimbursed up to a maximum of \$400.00 for the cost of the course. Such reimbursement will be made only after the employee produces evidence of the following: course pre-approval by the principal, coordinator or director, the Superintendent or her/his designee, and the Business Office; documentation substantiating payment to a college or university; and a final grade report indicating that the employee has passed the course. Course reimbursement will be limited to one (1) course per school year for any one employee of the Unit.

The total amount for reimbursement granted to the Association in any full school year will be \$1500.00. Tuition reimbursement awards will be made on a first come, first serve basis. All requests for tuition reimbursement must be made by January 15 of a school year.

- 15.2 If an employee is required, per administrative order, to attend a workshop, seminar, or conference which occurs during a regular work day, the employee shall be paid her/his regular full day's pay plus reimbursement of reasonable expenses for fees, meals, lodging, and transportation incurred by employees who attend workshops, seminars, and conferences for the purpose of becoming familiar with new office practices and equipment such as word processors and computers at the request of and/or with the advance approval of the immediate supervisor. This provision shall not be construed to prohibit voluntary attendance at such workshop, seminar, or conference, providing the immediate supervisor has the Superintendent's approval for expenditure of funds.

B. IN-SERVICE DAYS

- 15.3 It shall be noted that the Secretarial Bargaining Unit will receive one (1) in-service day per year for guest speakers, projects, or other information that would be helpful to the employee in performing her/his duties more effectively.
- 15.4 Upon successful completion of an in-service course sponsored by the School Committee, an employee will receive \$75.00 for each course. An employee must pre-register for an in-service course with the Superintendent or her/his designee.

The total amount of stipends for the entire Unit for in-service work shall be \$750.00. Stipends will be granted on a first come, first serve basis; all requests must be submitted and approved by January 15 of a school year.

- 15.5 Members of the Unit shall be released from their duties on In-service Days to pursue professional activities mutually agreed upon by the Superintendent or her/his designee.

C. MILEAGE ALLOWANCE

- 15.6 Employees assigned to more than one (1) building during any day will be given adequate time for travel between buildings.
- 15.7 No employee required to travel shall utilize her/his lunchtime for such travel.
- 15.8 Employees, who are assigned to more than one (1) building, will receive mileage reimbursement at the IRS rate per mile subject to the submission of an expense voucher. The allowance figure will be reviewed at the end of each school year.
- 15.9 An employee, driving her/his own vehicle and required to travel on school business, will receive mileage reimbursement at the IRS rate per mile subject to the submission of an expense voucher.

ARTICLE 16
VACANCIES AND TRANSFERS

- 16.1 Whenever a vacancy in an established clerical position occurs or a new clerical position is established, it will be adequately publicized by the Superintendent or her/his designee. The qualifications, duties and rate of compensation will be set forth. A written notice of any vacancy will be given to the Association and all personnel and posted for a period of seven (7) working days. If a vacancy or a new position occurs during the summer, written notice will be given to the Association.
- 16.2 All employees covered by this Contract will be given adequate opportunity to apply for such positions. Upon application, all qualified employees covered by this Contract will be given an opportunity to be considered for the position before other non-bargaining unit members.
- 16.3 Appointments will be made without regard to race, creed, color, religion, nationality, marital status, disability, or any other legally protected status. Residents of Andover, if qualified, will have first consideration.
- 16.4 If an employee of the Andover School Department wishes to transfer from another unit, and has proven to have all of the qualifications required for the vacancy, and if the membership of the Association has been notified and given first consideration, then said employee may be hired and placed at the step closest to, but not lower than her/his present salary. However, such rate may not be higher than Step 10 of the appropriate salary scale. Such prior experience will apply only to salary adjustments and not seniority within the Unit.
- 16.5 An involuntary transfer will be made only after written notification of the transfer, including but not limited to the reasons for the transfer. If the employee so requests, she/he shall meet to discuss the transfer with the Superintendent

ARTICLE 17
EVALUATION

By the first week in June, the employee will have a review with her/his supervisor assessing her/his performance and establishing objectives for the following year. Each executive/administrative assistant shall be evaluated annually during the first three years of employment. Thereafter, evaluations will be on a bi-annual basis except that a executive/administrative assistant may request an annual evaluation, or an administrator may conduct an evaluation if an improvement plan had been put in place during the previous year. See Appendix A.

ARTICLE 18
GRIEVANCE PROCEDURE

A. DEFINITIONS

- 18.1 A "grievance" is a claim based upon an event or condition which involves the interpretation, meaning or application of any of the provisions of this Contract. The term "grievance" will not apply to any matter as to which the Committee is without authority to act.
- 18.2 An "aggrieved" person is the person or persons making the claim.
- 18.3 A "Party in Interest" is the person or persons making the claim, any person who might be required to take action, or against whom action might be taken in order to resolve the claim.
- 18.4 Throughout this article the term "day" will be construed as work day.

B. PURPOSE

- 18.5 The purpose of the procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may, from time to time, arise affecting the welfare or working conditions of employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- 18.6 Nothing herein contained will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without the intervention of the Association, provided the adjustment is not inconsistent with the terms of this Contract, and that the Association has been given the opportunity to be present at such adjustment and to state its views.

C. PROCEDURE

- 18.7 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level will be considered as a maximum, and every effort will be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

Level One: An employee with a grievance will first discuss it with her/his immediate superior, either directly or through a representative of the Association, with the objective of resolving the matter informally. If she/he receives no satisfaction from her/his superior within five (5) days, she/he will proceed to Level Two.

Level Two: If the grievance is not resolved at Level One, the aggrieved employee or the Association may appeal by filing the grievance, in writing, to the Director of Human

Resources, within five (5) working days after the decision at Level One, or fifteen (15) working days after the grievance was presented, whichever is sooner. The written statement of the grievance will include:

- a. Name and position of grievant.
- b. A statement of the grievance and the facts involved.
- c. The corrective action requested.
- d. The name of the Association representative.
- e. Signature(s) of grievant(s) or Association representative.

Level Three: If the grievance is not resolved at Level Two, the aggrieved employee or the Association may appeal by forwarding the grievance in writing to the Superintendent or her/his designated representative who will arrange for a meeting with the aggrieved employee and the Association representative, if any. The Superintendent or her/his designated representative will issue the decision on the grievance as soon as possible, but not later than ten (10) days after receipt of the appeal.

Level Four: If the grievance is not resolved at Level Three, the aggrieved employee and/or the Association may appeal by forwarding the grievance, in writing, to the Committee within three (3) days after receiving the Level Three decision. The Committee will meet with the aggrieved person and/or the Association representative within ten (10) days' notice of the meeting. The Committee will notify the individual, in writing, of its final decision within five (5) days of the date of such appearance.

D. RIGHTS OF THE EMPLOYEES TO REPRESENTATION

- 18.8 No reprisals of any kind will be taken by the Committee or by any member of the administration against any party in interest, any member of the Association, or any other participant in the grievance procedure by reason of such participation.
- 18.9 Any party in interest may be represented at all stages of the grievance procedure by a person of her/his own choosing within the Association. When an employee is not represented by the Association, the Association will have the right to be present and to state its views at all stages of the grievance procedure.

ARTICLE 19 **RESOLUTION OF DIFFERENCES**

- 19.1 It is the desire of the parties that disagreements be settled as simply as possible. To this end, it is agreed that the Superintendent or her/his designee will meet each fall with representatives of the Unit for discussion of items of mutual interest.
- 19.2 The Association, in consideration of the value of this Agreement and its terms and conditions and the Legislation which engendered it, will not engage in, instigate, or

condone any strike, work stoppage, or other concerted refusal to perform normal work duties on the part of any employee covered by this Agreement.

ARTICLE 20
SAVING CLAUSE

- 20.1 If any provision of the Agreement is, or shall at any time be, contrary to law, then such provision will not be applicable or performed or enforced, except to the extent permitted by law and substitute action will be subject to appropriate consultation and negotiation with the Association.
- 20.2 In the event that any provision of the Agreement is, or shall at any time be, contrary to law, all other provisions of the Agreement will continue in effect.

ARTICLE 21
REDUCTION IN FORCE

- 21.1 In the event it becomes necessary for the Superintendent to reduce the number of assistants, the procedures set forth in this 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 executive/administrative assistant will be laid off to accomplish a reduction in force, the Superintendent will first consider seniority, but will also take into account the quality of past performance, as shown by all written evaluations on file, and will also consider unique qualifications for positions requiring special job skills. Where, in the Superintendent's judgment, the above factors, exclusive of seniority, 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.
- 21.2 The Superintendent will try to notify assistants affected by June 1, but in any event will notify assistants affected by June 15 of the school year preceding the layoff. Should layoff occur during the school year, the executive/administrative assistant will be notified at least sixty (60) days before the layoff is to take effect.
- 21.3 All assistants laid off will be placed on a recall list for one (1) year and will be recalled in the reverse order of layoff.
- a. No new executive/administrative 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. If the vacant position requires the use of equipment with which the executive/administrative assistant is not familiar, but with on-the-job training could learn to use, or if the vacant position is a classification above that which she/he held at the time of layoff, and if she/he

can prove to the satisfaction of the administration that she/he has the necessary skills and with minimal on-the-job training can perform in this position satisfactorily, she/he will be placed on a six (6) month probationary period. At the end of the six (6) months, she/he will be evaluated as to job performance if she/he proves to be satisfactory, she/he will be placed in this position permanently and be entitled to regain the seniority and accumulated sick leave she/he had at the time of the layoff.

- b. If a executive/administrative assistant placed in a vacancy as described in (a) above does not perform in this position satisfactorily, she/he will be returned to the recall list if the one (1) year recall period has not expired and will continue on the recall list until the expiration of the original recall year. She/he will not gain any additional recall rights as a result of being removed from the out-of-classification position.

- 21.4 A certified letter sent to the last address on file at the Superintendent's Office will constitute recall notice. Failure to reply in writing within fourteen (14) days will result in placement at the bottom of the recall list. A executive/administrative assistant who declines a position offered within the same classification will be moved to the bottom of the recall list.
- 21.5 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.
- 21.6 To expedite the filling of a vacant position, the Superintendent may notify more than one (1) person on the list of a possible vacancy, indicating whether said person has first or lesser rights to the position. It may request those persons to notify it within the fourteen (14) day period whether they would be interested in the position if the person to whom it is being offered declines to accept the position.
- 21.7 Any executive/administrative assistant on the recall list will be eligible in the group health and life insurance programs to the extent permitted by law and the Town of Andover provided that she/he pays the full premium amount.

ARTICLE 22
CLASSIFICATION and SALARY SCHEDULE

Secretarial Organization

22.01

Grade 7

There are currently no positions in this grade.

Grade 8

Copy Center Coordinator

Grade 9 Administrative Assistants

Administrative Assistant to the Assistant High School Principal
High School Registrar
High School Guidance Administrative Assistant
High School Special Education Administrative Assistant

Grade 10 Executive Assistants

Executive Assistants to Building Principals

All assistants covered under this agreement will be paid through direct deposit.

22.02 Salary Schedule

FY2022 - 2%

Steps	Grade 8	Grade 9	Grade 10	Grade 11
1	\$21.52	\$22.06	\$22.61	\$23.18
2	\$22.28	\$22.83	\$23.40	\$23.99
3	\$23.06	\$23.63	\$24.22	\$24.84
4	\$23.86	\$24.46	\$25.08	\$25.70
5	\$24.69	\$25.31	\$25.95	\$26.60
6	\$25.56	\$26.20	\$26.85	\$27.52
7	\$26.46	\$27.12	\$27.79	\$28.50
8	\$27.38	\$28.07	\$28.76	\$29.49
9	\$28.34	\$29.04	\$29.77	\$30.52
10	\$29.33	\$30.06	\$30.81	\$31.60
20	\$30.50	\$31.27	\$32.05	\$32.86
25	\$31.72	\$32.51	\$33.33	\$34.18

FY2023 - 1.5%

Steps	Grade 8	Grade 9	Grade 10	Grade 11
1	\$21.84	\$22.39	\$22.95	\$23.52
2	\$22.61	\$23.18	\$23.76	\$24.35
3	\$23.40	\$23.99	\$24.59	\$25.21
4	\$24.22	\$24.82	\$25.45	\$26.09
5	\$25.06	\$25.69	\$26.34	\$27.00
6	\$25.94	\$26.59	\$27.26	\$27.94
7	\$26.85	\$27.52	\$28.21	\$28.92
8	\$27.79	\$28.49	\$29.19	\$29.94
9	\$28.77	\$29.48	\$30.22	\$30.98
10	\$29.77	\$30.51	\$31.28	\$32.07

20	\$30.96	\$31.74	\$32.53	\$33.36
25	\$32.20	\$33.00	\$33.83	\$34.69

FY2024

The parties agree to reopen the collective bargaining agreement to negotiate the wages for the Salary Schedule for the 2023-2024 work year. This is not a general reopener for other provisions of the agreement.

22.03 Assistants with fifteen or more years of service shall receive a payment of \$100.00 to be issued in the last paycheck of the year in June. Assistants will cease to be entitled to this payment will cease when they reach the twentieth step on the salary schedule. Such payment is not to be added to the base going forward from year to year.

22.04 Lead Assistant

The High School Principal may assign and remove an employee to the role of Lead Assistant. In addition to performing the employee’s regular duties, the employee assigned to the Lead Assistant shall assist in identifying priorities and coordinating work assignments and work flow between and among employees in positions represented by the bargaining unit assigned to the High School. The Lead Assistant shall receive a \$2,000.00 annual stipend for the fiscal year while she/he is assigned to the Lead Assistant. Such stipend shall be prorated for the work of a Lead Assistant of less than one fiscal year. Nothing in this section requires the Principal to assign the employee to the role of Lead Assistant and the Principal may assign and remove a Lead Assistant at the Principal’s sole discretion.

ARTICLE 23
Agency Fee

The employer agrees to require as a condition of employment, that all employees in this unit, except those certified as members by the Employer by the Association, pay annually or by dues, payroll deduction to the Association, agency service fees as determined solely by the Association, and which amount shall be certified annually to the Employer by the Association.

The Association agrees to defend and indemnify the employer in the event of litigation as a result of the enforcement of this clause.

ARTICLE 24
REOPENING

This Agreement will continue in full force and effect from July 1, 2021, though midnight on June 30, 2024 and will terminate upon that date. Should either party desire to negotiate a new agreement for succeeding year(s), such party will give written notice to the other party.

**Andover Educational
Secretaries Association**

Andrea A. Chase

Andrea Chase

Diane Costagliola

Diane Costagliola

Norine Edmondson

Norine Edmondson

Date: _____

The Andover School Committee

Susan K. McCready

Susan K. McCready, Chair

Lauren Conocenti

Lauren Conocenti

Paul Murphy

Paul Murphy

Shannon Scully

Shannon Scully

Tracey Spruce

Tracey Spruce

Date: October 21, 2021

Appendix A

**NARRATIVE EVALUATION FOR ANDOVER EDUCATIONAL SECRETARIES
ASSOCIATION**

Using the attached job description as a guide, please write a brief narrative explaining the employee's achievements, progress, and/or difficulties in the following areas. In your assessment, please provide concrete examples.

- I. **Job Competencies: Please explain how the employee meets the following standards:**
 - Secretarial duties are fulfilled in a timely, accurate and efficient manner.
 - Organizational abilities meet the demands of the office.
 - Computer literacy meets the demand of the position.
 - Bookkeeping and financial records meet the demand of the position.

- II. **Interpersonal Communication:** Please explain how the employee's written and verbal communication skills and demeanor contributes to positive working relationships with students, faculty, parents and general public.

- III. **Skills and Knowledge Areas of Recognized Strength:** Please explain special contributions employee makes to the school.

- IV. **Skill Areas Needing Improvement:** Please explain skills and/or knowledge that need to be addressed during the next school year, and include your recommendations for the employee.

- V. **Next Year's Goals:** Please indicate performance objectives for the next school year.

- VI. **Employee's Observations:** The employee has the right to attach written commentary on your assessment. Please include this as part of the process.

Signed: _____

Date: _____

Appendix B

If circumstances require, A Committee will be established consisting of three management representatives and three bargaining unit members, one from each level. The Committee will establish a procedure for addressing the issue of bargaining unit members who are asked to assist teachers who are performing extra-curricular activities under the teacher contract.

Appendix C

Any consideration of granting additional monies to unit members in the form of stipends shall be discussed with the AEA President and the AESA President before such monies are approved by the building principal and the Superintendent of Schools. All such agreed upon stipends will be posted in accordance with the guidelines in this contract.