

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE ANDOVER BOARD OF EDUCATION
AND
CSEA, SEIU LOCAL 2001
NON-CERTIFIED PERSONNEL

July 1, 2024 - June 30, 2028

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I - RECOGNITION	1
ARTICLE II - DEFINITIONS.....	1
ARTICLE III - - UNION SECURITY	2
ARTICLE IV - - DISPLAY OF UNION MATERIAL	3
ARTICLE V - - UNION MEETINGS.....	3
ARTICLE VI - - NO STRIKE/NO LOCKOUT	3
ARTICLE VII - BOARD RIGHTS AND RESPONSIBILITIES	4
ARTICLE VIII - GRIEVANCE PROCEDURE	4
ARTICLE IX - SELECTION, PROBATION, APPOINTMENT	6
ARTICLE X - RESIGNATIONS	7
ARTICLE XI - LAYOFFS AND SENIORITY	7
ARTICLE XII - DISCIPLINARY ACTION.....	8
ARTICLE XIII -	8
ARTICLE XIV - OVERTIME	8
ARTICLE XV - INSURANCE	9
ARTICLE XVI - MILEAGE.....	12
ARTICLE XVII - SICK LEAVE	12
ARTICLE XVIII - PERSONAL LEAVE.....	13
ARTICLE XIX - LEAVES WITHOUT PAY	13
ARTICLE XX - HOLIDAYS.....	14
ARTICLE XXI - VACATIONS.....	15
ARTICLE XXII - WORKER’S COMPENSATION	15
ARTICLE XXIII - GENERAL.....	15
ARTICLE XXIV - SAVINGS CLAUSE	16
ARTICLE XXV - WEATHER CONDITIONS AND ALTERNATE SCHEDULING.....	16
ARTICLE XXVI - CHANGE IN DUTIES	17
ARTICLE XXVII - WAGES.....	17
ARTICLE XXVIII - LONGEVITY	17
ARTICLE XXIX - - DURATION.....	18
ARTICLE XXX - - JURY DUTY	18

ARTICLE XXXI - PERFORMANCE APPRAISAL.....18
ARTICLE XXXII - UNION/MANAGEMENT COMMITTEE.....18
ADDENDUM - COMPENSATION19

ARTICLE I - RECOGNITION

Section 1.01 The Andover Board of Education (“Board”) recognizes the CSEA, SEIU Local 2001 (“Union”) as the sole and exclusive bargaining agent on behalf of the non-certified employees who are employed by the Board for the purpose of collective bargaining on matters of wages, hours of employment, and other working conditions for the following positions: School Nurse, School Secretary, Paraeducators, Custodians, and Cafeteria Workers who perform ten or more hours of work per regularly scheduled work week for at least ten months each year, excluding the Superintendent’s Secretary, Business Manager, and Board Clerk.

ARTICLE II - DEFINITIONS

Section 2.01 Board. The Andover Board of Education.

Section 2.02 Chapter/Bargaining Unit. Andover Non-Certified Personnel, CSEA, SEIU Local 2001.

Section 2.03 Superintendent. The Superintendent of Schools of the Andover School district or his/her designee.

Section 2.04

Classification	Detailed Description		
	Simplified Description	Work Hours/Week	Work Months/Year
A	Full-time, 12-month	Equal to or greater than 35	12
B1	Part-time, 12-month	Less than 35, but equal to or greater than 30	12
B2	Part-time, 12-month	Less than 30 hours	12
C	Full-time, 10-month	Equal to or greater than 30	
D	Part-time, 10-month	Less than 30, but equal to or greater than 20	
E	Part-time, 10-month	Less than 20, but equal to or greater than 10	

* Class C Employees, Class D Employees, and Class E Employees shall be regularly scheduled to work the full school year for students in addition to the full workday immediately preceding the day on which the school year for students begins, except the School Nurse who shall work the entire student academic year, plus two days prior to the commencement of the student academic year, and two days after the completion of said year, and the School Secretary, who shall work the entire student academic year, plus five days prior to the commencement of the student academic year, and five days after the completion of said year.

ARTICLE III - - UNION SECURITY

Section 3.01

- A. An employee retains the freedom of choice whether or not to become or remain a member of the Union.
- B. All employees shall receive their paychecks by direct deposit.
- C. Union dues shall be deducted by the Board from the paycheck of each employee who signs and remits authorization, either directly to the Board or through the Union to the Board. Such deduction shall be discontinued upon request of an employee to the Union. A member wishing to stop paying Union dues must send a signed letter to the Union stating the same to the Membership Coordinator, CSEA SEIU LOCAL 2001, 760 Capitol Avenue, Hartford, Connecticut, 06106. One such a signed letter is received by the Membership Coordinator, notification will be sent to the Board's Payroll Department.
- D. If an employee chooses to complete a membership authorization form during the new hire process, then the employee shall transmit that original form to the Union.
- E. The amount of dues deducted under this Article shall be remitted promptly to CSEA IU LOCAL 2001, 760 Capitol Avenue, Hartford, Connecticut 06106, together with a list of employees for whom any such deduction is made.
- F. CSEA SEIU LOCAL 2001 agrees to indemnify and to hold the Board harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any deduction or any other action taken by the Union or the Board for the purpose of complying with the provisions of this Article.
- G. Employees may express authorization for Union membership, authorization for voluntary deduction of Union dues from wages or payments for remittance to the Union, and authorization for voluntary deductions from wages or payments for remittance of CSEA PAC, by submitting to the Union a written membership application form or an online deduction authorization, or by any other means of indicating agreement allowable under state and federal law. The Board shall accept confirmations from the Union that the Union possesses electronic records of such membership.

The Union will submit to the Board a list of members who have authorized payroll deduction by September 1 of each year and shall provide the Board with verification that payroll deduction and/or CSEA PAC contributions have been authorized by the employee only in the event a question arises about an employee's membership status.

Upon receipt of a membership list submitted by the Union, the Board agrees to verify within ten days via electronic notification that the Board's records

accurately reflect the membership status of each employee listed in the membership list provided by the Union. The Board shall identify any discrepancies between the membership list and its records.

The Board will honor the employee check-off authorizations unless they are revoked in writing.

- H. Every 120 calendar days, the Board shall provide the exclusive Union representative, in an editable digital file format, the following information: Each bargaining unit employee's name, job title, worksite location, work telephone number, date of hire, work electronic mail address, and home address. The Board shall email the list to the CSEA Membership Coordinator.
- I. The Board shall afford the Union the ability to provide a union orientation to each employee newly hired into a bargaining unit position within the first week of her/his employment. Such orientation shall be conducted by a Chapter officer or CSEA Staff Representative, shall not exceed 60 minutes in duration, and shall be conducted during work time, at a mutually agreeable time between the Board and the Union, without loss of pay.

Section 3.02. Subsequent Employment. Those employees whose employment commences after the start of the school year shall pay a prorated amount equal to the percentage of the remaining school year.

ARTICLE IV - - DISPLAY OF UNION MATERIAL

Section 4.01 The Board shall provide a bulletin board, or space on an existing bulletin board, in the School for the display of Union material.

ARTICLE V - - UNION MEETINGS

Section 5.01 The Union may call meetings in the School, provided that (a) such meetings do not conflict with other scheduled school activities or programs and (b) employees do not leave their work stations until the end of their work day. Notwithstanding the foregoing, it is understood that it is not practical for all custodians to attend union meetings only at the end of their work day. As such, any affected custodian may take up to one hour to attend union meetings without loss of pay. If any Union meeting extends beyond one hour, then any affected custodian shall "clock out" for any time spent at Union meeting that exceeds one hour. All meetings will require previous notice being given to the Principal and will be held in a room approved by her/him.

ARTICLE VI - - NO STRIKE/NO LOCKOUT

Section 6.01 The Board agrees that it will not pursue lockout tactics. The Union and all employees included in this Agreement, agree that there shall be no hindrance of the Board's operation through strikes, slow-downs, unlawful picketing, work stoppages, mass illnesses, or other similar forms of interference with the operation of the school system.

ARTICLE VII - BOARD RIGHTS AND RESPONSIBILITIES

Section 7.01 It is recognized that the Board retains and will continue to retain, whether exercised or not, the rights, responsibilities, and prerogatives necessary to direct the operation of the Andover Public Schools in all its aspects including, but not limited to, the acquisition, control, and regulation of all property; the employment, supervision, and assignment of work of and to all employees, including contracting or subcontracting work as deemed desirable by the Board and not intended to undermine the Union or replace its membership; and the organization and administration of the program of the Andover Public Schools.

Section 7.02 These rights, responsibilities, and prerogatives are not subject to delegation in whole or in part, except that the same shall 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 Board with respect to such rights, responsibilities, and prerogatives, other than as there are specific provisions herein elsewhere contained, shall be subject to the grievance provisions of this Agreement.

ARTICLE VIII - GRIEVANCE PROCEDURE

Section 8.01 DEFINITIONS.

- A. "Grievance" shall mean a complaint by a grievant that his/her rights under a specific provision of this Agreement have been violated, or that as to him/her there has been a misapplication or misinterpretation of a specific provision of this Agreement.
- B. "Grievant" shall mean a specific member or specific members of the Union affected by the alleged violation or misinterpretation.
- C. "Party in Interest" shall mean the specific person or persons filing a grievance, including any designated representative as provided for herein.
- D. "Days" shall mean work days for employees.
- E. In instances where reference is made to the "Superintendent", it shall be understood that such can mean his/her designated representative.

Section 8.02 PURPOSES:

- A. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances.
- B. Confidentiality of grievance proceedings shall be maintained as required by statute or as agreed to by the school administration and the Board.

Section 8.03 TIME LIMITS:

- A. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement in writing.
- B. Failure by a grievant to bring a grievance, or to process it in accordance with the time limits set forth shall be considered to be a waiver of any right to proceed further with the grievance. The informal procedure must be initiated within five days of the time the grievant knew, or should have known, of the event or action upon which the grievance is based.
- C. Failure by an Administrator to render a decision within specified time limits shall allow the grievant to proceed automatically to the next level.

Section 8.04 INFORMAL PROCEDURE.

If an employee feels that he/she may have a grievance, he/she shall first discuss the matter with his/her supervising administrator in an effort to resolve the problem informally.

Section 8.05 FORMAL PROCEDURE.

STEP #1

If the grievant is not satisfied with the disposition of his/her problem through informal procedures, he/she may submit his/her claim to the Principal as a formal grievance in writing within five days of the decision at the informal level. Within 10 days after receipt of said grievance, the Principal shall arrange to meet with the grievant for the purpose of adjusting or resolving such grievance. The Principal shall render a written decision within five days of such meeting. If the grievance is not resolved to the satisfaction of the grievant, the grievant may, within ten days of the Principal's written decision, initiate Step 2 of this procedure.

STEP #2

If the grievant is not satisfied with the disposition of his/her problem at Step 1, he/she may submit his/her claim in writing to the Superintendent within five days of the decision at Step 1. Within ten days after receipt of said grievance, the Superintendent shall arrange to meet with the grievant for the purpose of adjusting or resolving such grievance. The Superintendent shall render a written decision within five days of such meeting. If the grievance is not resolved to the satisfaction of the grievant, the grievant may, within 10 days of the Superintendent's written decision, initiate Step 3 of this procedure.

STEP #3

Further review of such grievance may be made by the Union through the submission of the dispute to the Connecticut Board of Mediation and Arbitration within 10 days of notification of the decision of the Superintendent. The notice of arbitration shall include a brief statement of the

issues to be decided by the Arbitrator and the specific provisions of the Agreement involved; such notice will be agreed to by the Superintendent and the grievant. The Connecticut Board of Mediation and Arbitration shall hear and act on such dispute in accordance with its rules of voluntary labor arbitration. The decision of the Arbitrator, if made in accordance with jurisdiction and authority under this Agreement, shall be binding on all parties.

The Arbitrator shall not rule on any dispute that is not called specifically to the attention of the Board, its representatives, or the Union, in accordance with the aforesaid grievance procedure, nor shall the Arbitrator have any power to add to, subtract from, vary, modify or amend in any way, the terms of this Agreement.

The Board agrees that it will consider in all substantially similar situations the decision of an Arbitrator on a grievance, and the Union agrees that it will not bring or continue, and will not represent any employee in, any grievance that is substantially similar to a grievance denied by the decision of the Arbitrator.

Section 8.06 MEETINGS.

Meetings held under this procedure shall be conducted at a time and place that will afford a fair and reasonable opportunity to attend for all persons proper to be present and that will not interfere with the operation of the Andover School District. Persons proper to be present for the purposes of the preceding sentence are defined as a grievant or grievants, their appropriate Union representative, qualified witnesses, any administrative personnel desired by the Board, and a representative of the Board.

Section 8.07 GENERAL.

- A. A grievant may be represented through step #1 by a person of his/her choosing, subsequent to the informal procedure.
- B. Forms for filing and processing grievances shall be prepared by the Union.
- C. Copies of all documents, communications, and records dealing with the process of a grievance shall be filed separately from the personnel files of the participants.
- D. No reprisals of any kind shall be taken by either party or by any member of the administration or the Union against any participant in the grievance procedure by reason of such participation.
- E. Cost of arbitration shall be borne equally by the Board and the Union.

ARTICLE IX - SELECTION, PROBATION. APPOINTMENT

Section 9.01 The Superintendent shall be responsible for the selection and employment of all personnel and assignment of duties to them.

Section 9.02 All new appointments shall be subject to a probationary period of 55 regularly scheduled working days. Probationary employees shall have no seniority rights or rights under

the grievance and dismissal Articles of this Agreement during the probationary period for dismissal only. A probationary employee is subject to all other provisions of this Agreement.

Section 9.03 Notice of vacancies and/or new positions shall be posted electronically for seven (7) calendar days prior to public announcement or notification. When school is not in session, other than the summer months, such notice shall be emailed to the school address of each Union employee in addition to being posted electronically. During the summer months, such notice shall be emailed to the personal email address of the Union President and a telephone call shall be made to the Union President's personal telephone number. Current staff members interested in the position must apply in writing to the Superintendent within seven calendar days from the initial posting in order to be considered for the position. All positions posted shall be dated as of the day they are posted.

Section 9.04 Notwithstanding Section 9.01 above, if two candidates are similarly qualified and one person is a member of the bargaining unit, the employee in the bargaining unit shall be awarded the position.

ARTICLE X - RESIGNATIONS

Section 10.01 Written notice of resignation shall be filed with the Superintendent at least two weeks in advance of separation. This notice shall include a statement of the reasons for this action.

Section 10.02 An employee who resigns in good standing shall be entitled to pay up to and including the last day of work. The funds will be available on the next pay day.

ARTICLE XI - LAYOFFS AND SENIORITY

Section 11.01 In the event that layoffs become necessary, the employee with the least seniority in the classification where work must be curtailed shall be laid off first. For purposes of this Article, all paraeducators are in the same classification. When employees are to be recalled, the first to be recalled shall be those last laid off. If the Board intends to layoff an employee a two week notice of termination shall be given to said employee.

Section 11.02 Laid-off employees shall have recall rights within his/her professional capabilities for a period of 12 months from the date of layoff. An employee who refuses recall shall lose all further recall rights.

Section 11.03 For the purpose of this Article, seniority shall be defined as an employee's continuous length of service with the Board from said employee's most recent date of hire.

Section 11.04 An employee who is laid off shall be paid for vacation time which is due but has not been taken.

Section 11.05 If a laid-off employee is rehired within 18 months of the time of his/her layoff, the employee shall be made whole as regards to his/her seniority. He/she shall be returned to a benefit status as of the date of layoff in regard to accumulated sick leave days and longevity,

Section 11.06 Notwithstanding the above, any employee who is laid off shall have recall rights to a comparable position to that in which they were laid off, e.g., full time to full time. For the purposes of this section, a refusal of a part time position by a laid off full time employee shall not constitute a refusal and said employee shall remain on the top of the reemployment list until a comparable position is available during the recall period.

Section 11.07 Notwithstanding anything to the contrary, existing medical insurance shall be continued for a laid off employee at the current cost to that employee for a maximum period not to exceed 90 days.

ARTICLE XII - DISCIPLINARY ACTION

Section 12.01 Employees shall be subject to disciplinary action only for just cause, with the exception of the provisions set forth and contained in Section 9.02.

Section 12.02 If any written reprimand or other derogatory material is placed in the employee's personnel file, the employee shall be provided with copies thereof.

Section 12.03 Any employee suspended or dismissed under this Article shall be given written notice of the reason for the action and the charges that led to such action, a copy of which shall be supplied to the Union, at the time of the action.

Section 12.04 Except in cases of serious misconduct, the Board shall utilize a progressive approach in all disciplinary matters. The following sequence shall be imposed for the purpose of apprising the employee of his/her shortcoming and allowing for corrective action:

- Non-disciplinary verbal counseling
- Written Warning
- Suspension
- Termination

ARTICLE XIII - OFFICIAL PERSONNEL FILE

Section 13.01 Employees desiring to review their official personnel file will be permitted to do so by making an appointment with the Superintendent or his/her designee.

Section 13.02 The employee will be afforded the opportunity to put on record any statement he/she wishes to make about unfavorable information contained in the personnel file.

ARTICLE XIV - OVERTIME

Section 14.01 Employees who work over 40 hours per week shall be compensated at one and one-half times their normal hourly rate for all hours worked after 40 hours per week.

Section 14.02 Compensation for overtime work shall be payable for the pay period in which the overtime was incurred and paid on the same day as regular earnings for that period.

Section 14.03 Overtime shall be offered to and distributed among all qualified employees by rotation on the seniority list. If an employee accepts or declines overtime he/she shall be placed at the bottom of the list and the next available senior employee shall be called next.

Section 14.04 A record of overtime hours worked by each employee shall be kept current by the Board and shall be made available to all employees and the Union for their inspection.

Section 14.05 All overtime work shall have prior approval by the Principal.

Section 14.06 If an employee is called back to work outside his/her normal work hours, he/she shall be paid a minimum of two hours pay at time and one-half of their regular hourly rate, and at time and one-half for any work performed during the call-back beyond two hours.

Section 14.07 Employees who work on Sundays shall be compensated at twice their normal hourly rate.

Section 14.08 Employees who work on the holidays set forth in Article XX shall be compensated at one and one-half times their normal hourly rate, together with an additional day off.

Section 14.09 From time to time, the Principal, with the approval of the Superintendent, may require a paraeducator to work beyond their normal work schedule to participate in conferences with their classroom teacher regarding children's needs or progress, which conferences cannot be held during the regular school day. Such additional time shall be paid at straight time for hours worked under forty (40) hours in a week.

ARTICLE XV - INSURANCE

Section 15.01 Hospitalization and major medical, and life insurance plans will be provided to Class A, B1, and C Employees of the Board, for the term of this Agreement, as listed below:

A. High Deductible Plan with Health Savings Account (HSA)

A Health Reimbursement Arrangement ("HRA") shall be made available for any employee who is precluded from participating in a Health Savings Account ("HSA") because the employee receives Medicare and/or veterans' benefits. The HRA will allow for any employee's unspent funds to rollover from year to year. The employee will have access to those funds until the point that he/she terminates employment, at which point any unspent funds revert back to the District. The annual maximum reimbursement by the Board for employees participating in the HRA shall not exceed the dollar amount of the Board's annual HSA contribution for employees enrolled in the HSA.

Employee premium cost share as follows:

Year 1 = 14.75% 2024-25
Year 2 = 16.0% 2025-26
Year 3 = 17.25% 2026-27

Year 4 = 18.5% 2027-28

IN NETWORK

\$0 preventive co-payment

Annual deductible \$2,000 single, \$4,000 aggregate family

Coinsurance 100% after deductible

Cost share maximum \$5,000 single, \$6,850 family (includes deductible and RX co-pays). Following exhaustion of the deductible, prescription drugs shall be subject to post-deductible co-payments of \$5/25/40. RX Quantity Limits, Step Therapy Required (will also be included in a summary sheet prepared by consultant).

Unlimited maximum

OUT OF NETWORK

\$2,000 single, \$4,000 aggregate family

Coinsurance 20%

Coinsurance maximum \$2,000 single, \$4,000 aggregate family

Cost share maximum \$5,000 single, \$10,000 family (includes deductible and RX co-pays). Following exhaustion of the deductible, prescription drugs shall be subject to post-deductible co-payments of \$5/25/40. RX Quantity Limits, Step Therapy Required (will also be included in a summary sheet prepared by consultant).

Unlimited maximum

Deductible funded by Board as follows:

Year 1 = 50/50

Year 2 = 50/50

Year 3 = 50/50

Year 4 = 50/50

The Board agrees to contribute their portion of the deductible into an employee's account annually on the first paycheck in September, December and March.

- B. Hospitalization and major medical, and life insurance plans, as aforesaid, will be provided to existing Class B2 and D Employees of the Board currently receiving same, for the term of this Agreement, at the premium cost share, based upon the premium, and Board contribution to the deductible set forth in 15.01A above.

Hospitalization and major medical, and life insurance plans, as aforesaid, will be provided to Class B2 and D employees hired after July 1, 2021 for the term of this Agreement, at the

following premium cost share based upon the premium, and Board contribution to the deductible:

Premium Cost share, based upon the premium:

2024-28 28%

Deductible funded by the Board as follows

Year 1 = 75% (Employee) / 25% Board

Year 2 = 75% (Employee) / 25% Board

Year 3 = 75% (Employee) / 25% Board

Year 4 = 75% (Employee) / 25% Board

Section 15.02 Life Insurance. \$10,000 of term life insurance for 20-40 hours employees, \$5,000 of term life insurance for under 20-hour employees.

Section 15.03 Disability Insurance. All employees will be provided long term disability Insurance.

Section 15.04 An employee who is granted an extended leave of absence may at his/her own request and to the extent allowed by law continue membership in the group medical program, provided the employee pays the established premium under regulations established by the Superintendent. The employee's right to continue in the group medical program shall not exceed the time required by applicable federal and state laws.

Section 15.05 All employees employed less than 20 hours per week may purchase individual and/or family coverage at group rates at his/her own expense. Nothing in this Agreement shall prevent the Board from changing insurance carriers or from self-insuring, provided the levels of benefits are at least equal to those provided by the existing insurance program.

Section 15.06 All employees who retire with the Board may continue his/her health insurance coverages and benefits contained in this Agreement, at group rates, at his/her own expense and such insurance contributions are subject to carrier approval and shall not result in any cost to the Board. Such insurance contributions shall be available for the first three years following the date of retirement.

Section 15.07 Full dental BC/BS flex plan A and B insurance shall be provided to all A, B1 and C Employees for single coverage at current premium share rate(s).

In addition, full dental BC/BS flex plan A and B insurance will be provided to existing Class B2 and D Employees currently receiving same, for the term of this Agreement, for single coverage at the premium share rate(s) specified in Section 15.01A above.

All new Class B2 and D employees hired after July 1, 2021 will be provided the aforesaid benefits at the following premium Cost share, based upon the premium:

ARTICLE XVI - MILEAGE

Section 16.01 All travel for school business will be reimbursed at the rate established by the IRS. Travel claims are subject to the approval of the Principal. Employees will make reasonable efforts to obtain the prior approval Principal for such travel.

ARTICLE XVII - SICK LEAVE

Section 17.01 Sick leave days are provided for the purpose of income protection when absence from work is necessitated by personal illness or injury.

Section 17.02 Employees shall earn and accumulate sick leave days as follows:

- a. All Class A Employees shall accrue 1.25 days of sick leave for each month of employment accumulated to a maximum of 150 days. All Class B1 and C Employees shall accrue 1.25 days of sick leave for each month of employment accumulated to a maximum of 125 days.
- b. All Class B2 and D Employees shall accrue one (1) day of sick leave for each month of employment accumulated to a maximum of 100 days.
- c. All Class E Employees shall accrue one (1) day of sick leave for each month of employment, accumulated to a maximum of 50 days.

Section 17.03 A physician's certificate may be required by the administration: if a particular period of sick leave exceeds five consecutive work days, when an employee has demonstrated a pattern of sick leave abuse, or to determine compliance with applicable FMLA requirements.

Section 17.04 Employees shall receive notification of their accumulated sick leave each year along with their conditions of employment.

- a. The Union President shall receive all employees' copies of conditions of employment.

Section 17.05 Sick leave shall be taken either in full day, or, if less than a full day, in one-hour increments.

Section 17.06 Upon leaving the Andover School District after 15 years of service, the employee shall receive 10% of his/her current salary per diem for his/her maximum accumulated sick days, with the exception of disciplinary termination for just cause. Absent extraordinary circumstances, the employee must provide the Superintendent of Schools with written notice of his/her intention to leave the Andover School District by January 1st in order to receive the payment contemplated hereunder by the end of July. Should the employee fail to provide written notice to the Superintendent of Schools by January 1st, then the Board may make said payment during the succeeding July.

ARTICLE XVIII - PERSONAL LEAVE

Section 18.01 All Class A Employees may be allowed six days of personal leave with pay. All Class C Employees may be allowed five days of personal leave with pay. All Class B1, B2 and D Employees may be allowed three days of personal leave with pay. All Class E Employees may be allowed one day of personal leave with pay. The intent of personal leave is to provide time for an employee to attend an unforeseen or life altering circumstances or events that cannot be scheduled outside work day. Personal days are not intended to provide for vacation time or to extend holidays or weekends. Employees are expected to use such days in good faith and for the intended purposes as listed below:

- a. For legal reasons;
- b. For marriage (self, children, parents, siblings, and siblings of spouse);
- c. For illness in the immediate family;
- d. For death in the family or attendance of funerals;
- e. For religious holidays;
- f. For attendance of graduation exercises (self, spouse, son, daughter);
- g. For birth of employee's child; and
- h. For personal business that cannot be transacted outside of regular school hours

Section 18.02 Application for leave in the above provisions shall be made to the principal or Superintendent at least 24 hours before taking such leave except in cases of extreme hardship.

Section 18.03 Leaves taken pursuant to the above provisions shall be in addition to any sick leave to which the employee is entitled. Such personal leave shall not be cumulative. For purposes of this Section, vacations and/or holidays are defined as a period of suspension of regular work used for rest, recreation, or travel. In the event a bargaining unit member has exhausted his/her personal leave and has need to be absent from work due to the severe illness of an immediate family member or death in the immediate family, then the employee may apply to the Superintendent for paid leave for such a purpose to be deducted from his/her accumulated sick leave. Any such requests are subject to the review and the approval of the Superintendent, in his/her sole discretion.

Section 18.04 In case of subpoenas arising out of the performance of employment duties, the employee involved shall receive full pay for his/her time in court. This leave shall not be deducted from sick leave or from personal or professional days. In the case of other subpoenas arising out of a civic duty, the administration may grant leave. Where specifically granted, the administration retains the discretion not to deduct such leave from sick leave or from personal days.

Section 18.05 Personal leave shall be taken either in full day, or, if less than a full day, in one-hour increments.

ARTICLE XIX - LEAVES WITHOUT PAY

Section 19.01 Leaves of absence without pay may be granted by the Board for a limited definite period not to exceed one year for the following reasons:

- a. For health reasons, upon the advice of a physician;
- b. For other personal reasons subject to the review and recommendation of the Superintendent.

Section 19.02 Application for such leave of absence must be made in writing stating the reasons for the request and the length of time desired. A leave of absence expires automatically at the date of expiration approved for the leave. If an extension is required, it must be approved by the Board.

Section 19.03 It is expected that, as far as possible, leave will be arranged to begin or end at the close school year.

Section 19.04 Accumulated seniority shall not be lost during the leave of absence.

Section 19.05 The employee shall re-enter at a wage to be no lower than that received at the start of the leave.

Section 19.06 If a leave of absence is granted by the Board, all non-economic benefits shall continue unbroken when the employee returns from his/her leave. An employee may continue his/her insurance benefits during the leave if payment of the total premium cost for such coverage is made by the employee to the Board at least 10 days before such payment is due the carrier.

Section 19.07 Notwithstanding the above, qualified employees shall be allowed to use the Federal Family Medical Leave Act under the applicable rules.

ARTICLE XX - HOLIDAYS

Section 20.01 Class A and B1 employees shall be granted the following paid holidays:

Christmas (2)	Veteran's Day
Thanksgiving (2)	Good Friday
Independence Day	President's Day
Memorial Day	Columbus Day
Labor Day	One additional paid day as designated by
New Year's Day	the board
Martin Luther King Day	

Section 20.02 Class C employees shall be granted the following paid holidays:

Thanksgiving Day	President's Day
Christmas Day	*
New Year's Day	Memorial Day
Martin Luther King Day	One day after Thanksgiving
Veteran's Day	

*Good Friday shall be eliminated as a paid holiday effective July 1, 2021.

Section 20.03 Class B2 and D Employees shall be granted the following paid holidays:

Thanksgiving Day	President's Day
Christmas Day	Good Friday
Martin Luther King Day	Memorial Day
Veteran's Day	One day after Thanksgiving

Section 20.04 Class E Employees shall be granted five paid holidays: Thanksgiving, Christmas, Good Friday, Memorial Day, and one day after Thanksgiving.

Section 20.05 Employees who work fewer than 10 months a year shall receive no paid holidays.

ARTICLE XXI - VACATIONS

Section 21.01 Class A, B1, and B2 employees shall be entitled to the following vacation:

After 1 year of employment - 2 weeks
After 5 years of employment - 3 weeks
After 10 years of employment - 4 weeks
After 20 years of employment - 5 weeks

Section 21.02 All vacation time must be taken each year and cannot be accumulated. All vacation time must be approved by the Superintendent or his/her designee before a vacation is taken. Since there are certain times during the year when an employee may not take vacation time, each employee should notify the Superintendent or his/her designee in writing at least one week in advance in order to obtain prior approval of vacation time. In no event may vacations be taken the week before school starts.

ARTICLE XXII - WORKER'S COMPENSATION

Section 22.01 Whenever an employee is absent from school as a result of bodily injury caused by an accident out of and in the course of his/her employment, he/she shall be paid his net salary for up to one year less the amount of any worker's compensation or any other federal, state, or local award made for temporary disability due to said injury.

Section 22.02 At the beginning of an absence involving worker's compensation benefits, the employee shall sign a statement agreeing to the provisions of this Article.

ARTICLE XXIII - GENERAL

Section 23.01 This Agreement contains the full and complete agreement between the Board and the Union on all negotiable issues, and neither party shall be required during the term thereof to negotiate upon any issue. The Agreement shall not be altered, amended, or changed, except in writing, signed by both the Board and the Union, which amendment shall be appended hereto and become a part hereof.

Section 23.02 Any item not covered in this Agreement may be governed by existing policies, rules or regulations of the Board, or by the modification of existing policies, rules, or regulations or the adoption of new policies, rules or regulations. Where any rule, regulation, procedure, or policy of the Board is in conflict with any specific provision of this Agreement, the Agreement shall prevail.

Section 23.03 The Board shall communicate to the Union information as to the formulation or modification of Board policies and administrative regulations which directly affect the conditions of employment of the members of the Union. The Board shall do so as soon as reasonably possible.

Section 23.04 A copy of this Agreement shall be made available to each employee of the Union.

Section 23.05 All custodians shall receive Board-designated shirts to be worn at work. The nurse shall receive an annual allowance not to exceed \$150.00 for nurse scrubs to be worn at work. The employee shall be reimbursed for the cost of same (including the cost of shipping and applicable sales tax, if any) upon submission of receipts detailing said purchase. Conversely, the employee may order said scrubs through the Board utilizing existing vendors. The cleaning of same shall be the responsibility of the employee. Custodians are required to wear the Board-designated shirts and nurses are required to wear the nurse scrubs during hours of work.

Section 23.06 All custodians shall be supplied with all safety and health equipment, including but not limited to bloodborne pathogen equipment, as is necessary to complete their job safely and maintain their good health, and any other equipment as required by OSHA. All staff whose assignments include possible exposure to blood or body fluids shall also be provided with appropriate training, protective equipment (gloves, etc.) and, upon request, vaccinations for Hepatitis B at the expense of the Board. All custodians shall be provided an allowance not to exceed \$500.00 for the term of this Agreement to purchase jeans, insulated coveralls, rain jackets, boots, and gloves. The employee shall be reimbursed for the cost of same (including the cost of shipping and applicable sales tax, if any) upon submission of receipt detailing said purchase. Conversely, the employee may order same through the Board utilizing existing vendors.

ARTICLE XXIV - SAVINGS CLAUSE

Section 24.01 In the event that any Article, Section, or Portion of this Agreement is declared illegal, then such specific Article, Section or Portion specified to be illegal, shall be deleted from this contract. Unless substantially affected by any such deletion, all other Articles, Sections, and Portions shall remain effective.

ARTICLE XXV - WEATHER CONDITIONS AND ALTERNATE SCHEDULING

Section 25.01 When school children are dismissed early because of an emergency such as snow, ice, hazardous conditions, or other conditions which may cause the school to be closed, employees will be excused aner the student transportation leaves without the loss of pay.

Section 25.02 On late openings school days, the employees are expected to make every effort to report to work. In any event, employees shall only be paid for actual hours worked.

Section 25.03 Custodians will make every reasonable effort to complete their essential tasks on snow days prior to leaving. When a custodian reports to work on a day school is closed due to weather conditions, but the administrative offices remain open, then the custodian(s) shall perform his/her regular duties during his/her assigned work shift. However, if the Superintendent closes the administrative offices, then custodians need not report to work and will not suffer loss of pay or leave time. If the weather conditions worsen during evening shifts, then the head custodian and/or Superintendent may direct the custodian to complete his/her essential tasks, and then leave early, without loss of pay or leave time.

In the event the custodian assigned to the evening shift is required to report to work the next morning due to inclement weather, he/she shall report at 8:00 a.m. and work a regular eight (8) hour shift, subject to the provisions of this Section. In the event a second shift custodian works alternative hours due to weather conditions or other district needs, the custodian shall not lose his or her shift differential for such hours worked on another shift.

Section 25.04 When school children are dismissed early because of teacher professional development activities, paraeducators may be offered, at the sole discretion of the Administration, appropriate professional development opportunities which will enable them to work a full complement of hours for such days.

ARTICLE XXVI - CHANGE IN DUTIES

Section 26.01 If an employee is asked to work in higher classification for more than three (3) consecutive working days, said employee shall be paid at the bottom salary rate of the higher classification, provided such amount is higher than their regular wages. In the event a custodian is asked to serve more than 5 consecutive working days in the capacity of Head Custodian, s/he shall be paid at the bottom salary of the higher classification, provided such amount is higher than their regular wages for the period of time s/he is serving in such role.

ARTICLE XXVII - WAGES

Section 27.01 The salary schedules for all employees in the bargaining unit are set forth in the Addendum.

ARTICLE XXVIII - LONGEVITY

Section 28.01 Employees shall receive longevity payments in a lump sum which shall be computed and paid annually on their anniversary date in recognition of their length of service on the following basis.

<u>Years of Service</u>	<u>Amount</u>
10 to 14 years	\$400
15 and over	\$500

Employees hired after July 1, 2021 will not receive these longevity benefits.

ARTICLE XXIX - - DURATION

Section 29.01 The terms of this Agreement shall be effective from the date of execution and shall continue and remain in full force and effect to and including June 30, 2028. Wage increases for the 2024-25 contract year shall be retroactive to July 1, 2024.

Section 29.02 If either the Board or the Union desires to meet for the purpose of negotiating changes or modifications in the provisions of this Agreement, either shall give written notice of such desire to the other by certified or registered mail not less than 120 days prior to the expiration of the Agreement,

ARTICLE XXX - - JURY DUTY

Section 30.01 , Any employee who is called for jury duty shall receive the necessary leave to fulfill this obligation. This leave shall be in addition to any other leave allowed. The employee shall receive a rate of pay equal to the difference between the regular net salary and the jury fee.

ARTICLE XXXI - PERFORMANCE APPRAISAL

Section 31.01 Consistent with existing practice, each bargaining unit member shall receive an annual performance appraisal. Said appraisal shall be in writing and shall be conducted by a school administrator who is familiar with the bargaining unit member's work.

Section 31.02 The purpose of the rating shall be to apprise the employee of his/her strengths and weaknesses and, if necessary, to provide guidance for improved performance. The appraisal shall not be used to discipline the employee.

Section 31.03 Bargaining unit members shall have the right to submit a rebuttal to the performance appraisal.

Section 31.04 Performance appraisals shall be issued at least five (5) working days prior to the last day of school.

ARTICLE XXXII - UNION/MANAGEMENT COMMITTEE

Section 32.01 In order to foster a cooperative working relationship and an environment in which issues related to the terms and conditions of employment may be discussed and amicably resolved, a Union/Management Committee shall be established. Said Committee shall consist of not more than two (2) representatives of each party.

Section 32.02 The Committee shall meet at least two (2) times per school year, during non-work hours, unless the parties agree otherwise.

ADDENDUM - COMPENSATION

The Superintendent, in his/her discretion, shall place a newly hired employee on the appropriate step of the wage schedule based on the employee’s experience and qualifications, provided such newly hired employee shall not be placed on a step above an existing employee within the same classification with the same experience and qualifications.

There shall be step advancement for eligible employees in 2024-25, 2025-26 and 2026-27. There shall be no step advancement in 2027-28.

Effective July 1, 2024, on July 1 of the fiscal year, employees who have completed at least ninety (90) days of employment shall advance one step. Employees who have not completed at least ninety (90) days of employment as of July 1 shall not be eligible for step advancement until July 1 of the following fiscal year. (For example, an employee hired in May 2025 would not be eligible for step advancement until July 1, 2026.)

The custodians assigned to the evening shift are those that start at or after 1:00 p.m. and continue working past 6:00 p.m.

Paraeducator Personal Care Provider (a paraeducator who is expected to routinely (i.e., consecutive days) provide toilet care (assisting with diaper changes, toilet training, bathroom, etc.) for students) will receive a \$350.00 stipend per year.

Paraeducators shall be eligible for a degree based stipend to be paid annually on the last paycheck of the contract year or upon termination, for the following qualifications:

\$400 for an Associate degree or 60 credits

\$750 for a BA or BS degree

School Secretary Pay Scale 7/1/24 - 6/30/28

Step	2024-25	2025-26	2026-27	2027-28
1	21.10	21.74	22.39	23.06
2	21.54	22.18	22.85	23.53
3	21.97	22.63	23.31	24.01
4	22.42	23.10	23.79	24.50
5	22.87	23.55	24.26	24.99
6	24.03	24.75	25.49	26.26

Paraeducator Pay Scale 7/1/24 - 6/30/28

Step	2024-25	2025-26	2026-27	2027-28
1	19.26	19.84	20.43	21.05
2	20.18	20.78	21.41	22.05
3	21.16	21.79	22.44	23.12

Paraeducator Pay Scale 7/1/24 - 6/30/28

Step	2024-25	2025-26	2026-27	2027-28
4	22.18	22.84	23.53	24.23
5	22.40	23.07	23.77	24.48
6	22.66	23.34	24.04	24.76
7	22.87	23.55	24.26	24.99
8	23.18	23.87	24.59	25.32
9	23.33	24.03	24.75	25.49

Custodian Pay Scale 7/1/24 - 6/30/28

Step	2024-25	2025-26	2026-27	2027-28
1	19.00	19.57	20.16	20.77
2	19.92	20.52	21.13	21.77
3	20.88	21.50	22.15	22.81
4	21.90	22.55	23.23	23.93
5	22.32	22.99	23.68	24.39
6	23.43	24.14	24.86	25.61
7	24.61	25.34	26.11	26.89
8	25.84	26.62	27.42	28.24
9	27.12	27.93	28.77	29.63

Head Custodian Pay Scale 7/1/24 - 6/30/28

Step	2024-25	2025-26	2026-27	2027-28
1	20.72	21.35	21.99	22.65
2	23.27	23.97	24.68	25.43
3	24.83	25.58	26.35	27.14
4	26.29	27.07	27.89	28.72
5	27.56	28.39	29.24	30.12
6	27.73	28.56	29.42	30.30
7	28.55	29.41	30.29	31.20
8	29.71	30.60	31.51	32.46
9	30.59	31.51	32.45	33.43

Cook Manager Pay scale 7/1/24 - 6/30/28

Step	2024-25	2025-26	2026-27	2027-28
1	19.31	19.89	20.49	21.10
2	20.62	21.24	21.88	22.53
3	20.97	21.60	22.25	22.92
4	21.99	22.65	23.33	24.03
5	23.05	23.74	24.46	25.19
6	24.17	24.90	25.65	26.42

Food Server Pay Scale 7/1/24 - 6/30/28

Step	2024-25	2025-26	2026-27	2027-28
1*	16.16	16.65	17.14	17.66
2	17.03	17.54	18.06	18.60
3	17.86	18.40	18.95	19.52
4	18.72	19.28	19.85	20.45
5	19.63	20.22	20.83	21.45
6	20.22	20.83	21.45	22.09

* Effective January 1, 2025 through June 30, 2025, the Step 1 Food Server wage rate will increase to \$16.35 in accordance with the Connecticut minimum wage. Accordingly, in lieu of the Step 1 Food Server rates for 2025-26, 2026-27 and 2027-28 set forth in the pay scale above, the Step 1 Food Server rate shall be \$16.84 effective July 1, 2025; \$17.34 effective July 1, 2026; and \$17.86 effective July 1, 2027.

RN School Nurse Pay scale 7/1/24 - 6/30/28

Step	2024-25	2025-26	2026-27	2027-28
1	39.93	41.13	42.37	43.64
2	42.97	44.26	45.59	46.96
3	46.00	47.38	48.80	50.27
4	50.13	51.63	53.18	54.78

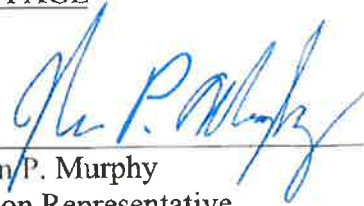
The School Nurse reports to and is evaluated by the Principal. The School Nurse's daily hours shall be Monday through Friday (during school year) from 8:15 a.m. to 3:15 p.m., with a daily unpaid lunch period of 30 minutes to be assigned by administration. The School Nurse shall work the entire student academic year, plus 2 days prior to the commencement of the student academic year, and 2 days after the completion of said year.

SIGNATURE PAGE



Chair
Andover Board of Education

12-11-24
Date



John P. Murphy
Union Representative
CSEA, SEIU Local 2001

12/11/2024
Date



Amy Knox
Chapter President
CSEA, SEIU Local 2001

12/11/2024
Date



Scott Ledoux
Chapter Vice President
CSEA, SEIU Local 2001

12-11-2024
Date