

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE ANDOVER BOARD OF EDUCATION

AND

**CSEA, SEIU LOCAL 2001
NON-CERTIFIED PERSONNEL**

July 1, 2020 - June 30, 2024

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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, Paraprofessionals, Custodians, and Cafeteria Workers who perform ten (10) or more hours of work per regularly scheduled work week for at least ten (10) 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	10*
D	Part-time, 10-month	Less than 30, but equal to or greater than 20	10*
E	Part-time, 10 month	Less than 20, but equal to or greater than 10	10*
*Effective July 1, 2021, 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 2 days prior to the commencement of the			

student academic year, and 2 days after the completion of said year, and the School Secretary who shall work the entire student academic year, plus 5 days prior to the commencement of the student academic year, and 5 days after the completion of said year.

ARTICLE III - UNION SECURITY

Section 3.01. **Deductions.** The Board agrees to deduct the appropriate union membership dues from the paychecks of those employees who have chosen to legally authorize such deductions from each employee's wages an amount equal to the Union membership dues or service fee by means of payroll deductions. The amount of the deduction for each paycheck shall be equal to the total Union membership dues or service fee divided by ten (10) commencing with the first pay period in September. It shall be the responsibility of the Union President to provide the financial officer of the Board of Education with a list of employees and the amount of union membership dues and the service fee for the coming year prior to July 1. Based upon this information, such deductions will be made on a monthly basis. Commencing on or about July 1, 2016 all employees shall participate in the direct deposit of their paychecks.

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.

Section 3.03. **Forwarding of Monies.** The Board agrees to forward to the Union each month a check for the amount of money deducted during the month. The Board shall include with such check a list of employees and their addresses for whom such deductions were made.

Section 3.04. **Lists.** No later than the first paycheck in October of each school year, the Board shall provide the Union with a list of all employees of the Board covered by this Agreement and the positions held by said employees. The Board shall notify the Union monthly of any changes to said list.

Section 3.05. The Union shall indemnify and save the Board harmless against all claims, demands, suits or other forms of liability which may arise out of any deductions or any other action taken by the Board pursuant to this Article.

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, providing such meetings do not conflict with other scheduled school activities or programs and providing further that 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 effected custodian may take up to one (1) hour to attend union meetings without loss of pay. If any union meeting extends beyond one (1) hour: then any effected custodian shall "clock out" for any time spent at union meetings which exceeds one (1) hour. All meetings will require previous notice being given to the building principal and will be held in a room approved by him/her.

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, assignment of work, of and to all employees, including contracting or subcontracting work as deemed desirable by the Board of Education and not intended to undermine 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 language of the 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 bargaining unit affected by the alleged violation of 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 board of education.

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 an aggrieved person 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 (5) 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 aggrieved person is not satisfied with the disposition of his/her problem through informal procedures, he/she may submit his/her claim as a formal grievance in writing within five (5) days of the decision at the informal level, to the principal. Within ten (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 (5) days of such meeting. If the grievance is not resolved to the satisfaction of the grievant, the grievant may, within ten (10) days of the decision, initiate Step 2 of this procedure.

STEP #2

If the aggrieved person is not satisfied with the disposition of his/her problem at Step 1, he/she may submit his/her claim, in writing, within five (5) days of the decision at Step 1, to the superintendent. Within ten (10) 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 (5) days of such meeting. If the grievance is not resolved to the satisfaction of the grievant, the grievant may, within ten (10) days of the 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 ten (10) days of notification of the decision of the Superintendent of Schools. 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 of Schools 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 which 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 the 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 which 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 which will afford a fair and reasonable opportunity to attend for all persons proper to be present and which will not interfere with the operation of the Andover School System. Persons proper to be present for the purposes of the preceding sentence are defined as an aggrieved employee or employees, 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 I 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 fifty-five (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 on the Union's bulletin board seven (7) calendar days prior to public announcement or notification. When school is not in session (e.g., the summer months), such notices shall be emailed to the school email address of bargaining unit employees in addition to being posted on the Union's bulletin board. Present staff members interested in the position must apply in writing to the Superintendent of Schools within seven (7) calendar days from the initial posting in order to be considered for the initial posting. 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 of Schools at least two (2) 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 paraprofessionals 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 twelve (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 eighteen (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 re-employment 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 ninety (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 lead 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

Section 13.01. Employees desiring to review their official personnel folder 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 folder.

ARTICLE XIV - OVERTIME

Section 14.01. Employees who work over forty (40) hours per week shall be compensated at one and one-half (1.5) times their normal hourly rate for all hours worked after forty (40) hours per week. For the purpose of this section only, effective July 1, 2021, vacation time, sick time, and paid holidays shall be considered as work actually performed.

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 (2) 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 (2) 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 (1.5) times their normal hourly rate, together with an additional day off.

Section 14.09. From time to time, overtime authorization may be requested for the purposes of teacher-paraprofessional conferences regarding children's needs or progress, which conferences cannot be held during the regular school day. Upon approval of the Superintendent of Schools, such overtime shall be paid at straight time for overtime worked up to 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.

Premium cost share, based on the premium and Board contribution to the deductible:

Year 1 =	12% 2020-21
Year 2 =	12.5% 2021-22
Year 3 =	13% 2022-23
Year 4 =	13.5% 2023-24

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 ~~following~~ 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:

Year 1 = 25% 2020-21

Year 2 = 26% 2021-22

Year 3 = 27% 2022-23

Year 4 = 28% 2023-24

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.

Disability Insurance. Effective July 1, 2021 all employees will be provided long term disability insurance.

Section 15.03. 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 of Schools. The employee's right to continue in the group medical program shall not exceed the time required by applicable federal and state laws.

Section 15.04. All employees employed less than twenty (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 15.05. All employees who retire with the Andover Board of Education may continue his/her health insurance coverages and benefits contained in this Agreement, at groups rates, at his/her own expense, 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 15.06. 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:

Year 1 =	25% 2020-21
Year 2 =	26% 2021-22
Year 3 =	27% 2022-23
Year 4 =	28% 2023-24

ARTICLE XVI - MILEAGE

Section 16.0 1. All travel for school business will be reimbursed at the rate established by the IRS. Travel claims are subject to the approval of the building principal. Employees will make reasonable efforts to obtain the prior approval of the building 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.
- d. Employees who work fewer than ten (10) months a year shall receive no sick days.

Section 17.03. A physician's certificate may be required by the administration: if a particular period of sick leave exceeds five (5) 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 System 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 System 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 (6) days of personal leave with pay. All Class C Employees may be allowed five (5) days of personal leave with pay. All Class B1, B2 and D Employees may be allowed three (3) days of personal leave with pay. All Class E Employees may be allowed one (1) 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 of the 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 twenty-four 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 (1) year for the following reasons:

- a. For health reasons, upon advice of 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 so arranged as to begin or end at the close of the 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 ten (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 the Board.
New Year's Day	
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 ten (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 10 years of employment - 3 weeks
After 15 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 (1) 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 furnished to each employee of the Union at the Board's expense.

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.

Section 23.06. All custodians shall be supplied with all safety and health equipment, including but not limited to blood born 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 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 after 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, paraprofessionals 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.

Years of Service	Amount
10 to 14 years	\$200.00
15 and over	\$225.00

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 as of July 1, 2020 and shall continue and remain in full force and effect to and including June 30, 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 one hundred twenty (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 paraprofessional 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 paraprofessional'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. Paraprofessionals 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

All new employees hired shall be placed on Step 1.

There shall be step advancement each year of this Agreement.

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. Said custodians shall receive a \$.50 per hour shift differential through June 30, 2021.

The tester paraprofessional shall receive a stipend of \$1,000.00 which shall be incorporated into his/her regular paycheck.

Paraprofessional Personal Care Provider (a paraprofessional 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 \$250.00 stipend per year.

Paraprofessionals 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:

\$200.00 for the ParaPro testing score that is certified as passing by the State of Connecticut

\$250.00 for an Associate degree or 60 credits

\$300.00 for a BA or BS degree

School Secretary Pay Scale 7/1/20 – 6/30/24*

Step	2020-21	2021-22	2022-23	2023-24
1	18.75	19.31	19.89	20.49
2	19.14	19.71	20.31	20.91
3	19.52	20.11	20.71	21.33
4	19.92	20.52	21.13	21.77
5	20.32	20.93	21.56	22.20
6	21.04	21.78	22.54	23.33

* The 2020-2021 hourly rate becomes effective on January 1, 2021.

Paraprofessional Pay Scale 7/1/20 – 6/30/24

Step	2020-21	2021-22	2022-23	2023-24
1	17.11	17.62	18.15	18.70
2	17.27	18.47	19.02	19.59
3	17.51	18.65	19.94	20.54
4	17.83	18.85	20.14	21.53
5	18.14	19.02	20.34	21.75
6	18.44	19.22	20.54	22.00
7	18.70	19.41	20.75	22.20
8	19.04	19.60	20.95	22.50
9	19.55	20.47	21.45	22.65

Custodian Pay Scale 7/1/20 – 6/30/24

Step	2020-21	2021-22	2022-23	2023-24
1	16.88	17.39	17.91	18.45
2	17.13	18.23	18.78	19.34
3	17.98	18.52	19.68	20.27
4	18.89	19.46	20.04	21.26
5	19.83	20.42	21.04	21.67
6	20.82	21.44	22.09	22.75
7	21.86	22.52	23.19	23.89
8	22.96	23.65	24.36	25.09
9	24.10	24.82	25.57	26.33

Head Custodian Pay Scale 7/1/20 – 6/30/24

Step	2020-21	2021-22	2022-23	2023-24
1	18.41	18.96	19.53	20.12
2	20.67	21.29	21.93	22.59
3	21.29	22.73	23.41	24.11
4	21.92	23.19	24.78	25.52
5	23.02	23.71	25.28	26.76
6	24.17	24.90	25.64	26.92
7	25.37	26.13	26.92	27.72
8	26.39	27.18	28.00	28.84
9	27.18	28.00	28.84	29.70

Cook Manager Pay Scale 7/1/20 – 6/30/24

Step	2020-21	2021-22	2022-23	2023-24
1	17.16	17.67	18.21	18.75
2	18.32	18.87	19.44	20.02
3	18.63	19.19	19.76	20.36
4	19.38	20.12	20.72	21.35
5	20.13	20.73	21.73	22.38
6	20.86	21.49	22.13	23.47

Food Server Pay Scale 7/1/20 – 6/30/24

Step	2020-21	2021-22	2022-23	2023-24
1	14.01	14.43	14.86	15.31
2	15.13	15.58	16.05	16.53
3	15.43	16.34	16.83	17.34
4	16.14	16.62	17.64	18.17
5	16.95	17.46	17.98	19.06
6	17.96	18.50	19.05	19.63

RN School Nurse Pay Scale 7/1/20 – 6/30/24*

Step	2020-21	2021-22	2022-23	2023-24
1	35.48	36.54	37.64	38.77
2	38.18	39.33	40.51	41.72
3	40.87	42.10	43.36	44.66
4	44.54	45.88	47.25	48.67

* The 2020-2021 hourly rate becomes effective upon execution of this Agreement.

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

At the June 9th, 2021 Board of Education meeting, the Board approved the revised CSEA Agreement, effective 7/1/2020 – 6/30/2024.

A motion to approve the final draft of the contract between the Board of Education and the CSEA, effective 7/1/2020 – 6/30/2024, was made by S. Loudon and seconded by C. Bernard.

7-0-0 (MOTION PASSED)

Gerard Preme'

Chairman
Andover Board of Education

6/9/2021

Date

Kathleen Lill

President
CSEA, SEIU Local 2001

6-8-21

Date

