

AGREEMENT

between the

NORTH ANDOVER SCHOOL COMMITTEE

and the

NORTH ANDOVER PROFESSIONAL SUPPORT ASSOCIATION

2005 - 2008

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ARTICLE I

PREAMBLE

This Agreement is made and entered into between the School Department of North Andover, Massachusetts (hereinafter referred to as the “Committee”) and the North Andover Professional Support (hereinafter referred to as the “Association”).

The general intent and purpose of this Agreement is in the mutual interest of the Town and the Association to provide for the operation of our school buildings under methods which will further, to the fullest extent possible, the educational and social welfare of the school children of the Town of North Andover.

ARTICLE II

RECOGNITION

1. The Committee hereby recognizes the Association for the purpose of collective bargaining (as provided by Chapter 150E of the General Laws of the Commonwealth of Massachusetts) as the sole and exclusive bargaining representative for all Library Assistants and Teacher Aides regularly employed by the Committee as described in the Agreement for Consent election filed with the Massachusetts Labor Relations Commission in Case No. MCR-3544, dated May 8, 1985.
2. Whenever the feminine is used in this Agreement and the context requires or permits, it shall include the masculine. The designation is solely to facilitate typing. All references to days refers to calendar days unless otherwise specified.
3. The parties to this Agreement recognize all applicable provisions of The Education Reform Act of 1993.

ARTICLE III

NO DISCRIMINATION

Employees covered by the Agreement shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal to form, join, and assist employee organizations, to hold office in and or participate in the management of the Association, to act in the capacity of Association representative, and to engage in other Association and concerted activities for the purpose of collective bargaining or other natural aide or protection.

ARTICLE IV

HOURS OF WORK

1. Library Assistants and Teacher Aides work up to seven hours per day, Monday through Friday.
2. A daily unpaid thirty minute lunch period will be provided.
3. Professional Support staff will be notified of changes in hours or schools no later than August 1 or whenever possible.
4. Probationary Period (Effective for all new employees hired after July 1, 2005.) The probationary period is intended to give new employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. The School Department uses this period to evaluate employee capabilities, work habits, and overall performance. This period is defined as “The first six months of employment or extension thereof, as provided for by the Superintendent.” Either the employee or the town may end the employment relationship at will at any time during the probationary period, with out without cause or advance notice.

All new and rehired employees work on a probationary basis for the first 180 calendar days after their date of hire. Any significant absence will automatically extend a probationary period by the length of the absence. If the Superintendent determines that the designated probationary period does not allow sufficient time to thoroughly evaluate the employee’s performance, the probationary period may be extended for a maximum of 90 calendar days as long as both parties agree.

Upon satisfactory completion of the probationary period, employees enter the ‘regular’ employment classification.

A new employee may not request a transfer to another school or position until he/she has successfully completed the probationary period. However, a waiver may be granted if an agreement is reached between the Association and the Superintendent.

ARTICLE V

REDUCTION IN FORCE

1. All other conditions being equal, the seniority of unit employees within a classification shall be the determining factor. The classifications are Library Assistant, Computer Aide and Teacher Aide.

2. Seniority shall be defined as the length of continuous service in the North Andover School System, measured from the first day of three hours or more for which compensation was received. Periods of service interrupted by resignation, retirement, termination, unauthorized absence of more than three consecutive days of work outside of the unit shall not be added together to determine seniority. When such a break in service occurs, seniority shall be calculated or measured beginning with the most recent date of re-employment. Period of voluntary and involuntary absences which have been approved by the Committee shall not constitute a break in service, but the length of such leave shall not be credited in calculating or measuring seniority and benefits.
3. In the event of a layoff, a recall list shall be established. Should a vacancy occur within the Professional Support Unit and there is a member who is on the recall list, the laid off member shall be given first consideration to fill the vacancy, providing said vacancy is in the classification from which he/she was laid off. Any member shall not remain on the recall list for more than two years from the effective date of the layoff. Unit members shall retain all seniority and sick time prior to layoff if recalled within two years. Said member shall not receive any seniority or sick time for time during layoff.

ARTICLE VI

VACANCIES

1. Whenever a vacancy within in the Professional Unit occurs during the school year, it will be posted in each school building. Notices of vacancies within the Unit that occur during the summer months will be mailed to the President of the Professional Support Unit.
2. When a vacancy occurs in the North Andover Teachers Association, certified teachers within the North Andover Professional Support Association will be given consideration for the vacancy.

ARTICLE VII

REMUNERATION

1. Remuneration shall be in accordance with Salary Schedule Appendix A.
2. Step increments and credit for longevity will be based on employment of 182 days of three hours per day per school year for one year of credit. Employees who work three hours per day but less than 182 days shall have their time pro-rated for purposes of advancement upon steps and for longevity.
3. A unit employee who has reached the maximum step shall receive a longevity payment in addition to their regular wage. Employees who work less than 30 hours per week shall

have the amounts pro-rated. The Committee shall grant the following for continuous uninterrupted service.

Length of Service	Amount
5 to 10 years	\$ 810.66
10 to 15 years	\$1,161.22
15 to 20 years	\$1,316.34
20 to 25 years	\$1,470.27

Longevity payments to be made in full on the first payday of October of each year.

ARTICLE VIII

COMPENSATION PROCEDURES

1. A full school year employee (182 school days) will be paid for 200 days which will include vacation and holiday time. Employees who reach the third step of the following schedule will be paid for additional days according to said schedule.

Years of Service Days	Monthly Accrual	Annual Accrual	Number of
Up to 5 years	0		200
5 to 10 years	0		200
10 to 15 years	.75	7.5	202.5
15 to 20 years	1	10	205
over 20 years	1.25	12.5	207.5

2. Any unit member required to work above and beyond his/her normal working day will be compensated with either compensatory time off or with additional pay in accordance with the Fair Labor Standards Act. The method of compensation shall be decided between the unit member and the building supervisor.
3. All unit members will work Curriculum Days, unless said days exceeds the 182 school days. These days may be used for special training courses, meetings, seminars and other similar matters.
4. See Appendix A Compensation

ARTICLE IX**SICK LEAVE**

1. Full time Unit employees (3 hours or more per school day) shall receive 1.2 sick days for every month school is in session. Sick days may be accumulated up to 140 days.
2. Sick leave shall be taken for an employee's personal illness, except that five (5) sick days may be used for attending to a sick spouse, child, parent, or relative residing in the employee's household who is dependent on the employee for care, or emergencies, at the discretion of the Superintendent.
3. Sick Bank: One (1) Sick Leave Day per year shall be deducted from each employee's sick leave to assist any Unit employees who have long-term, terminal, mental, or accidental illness which results in the exhaustion of accumulated sick leave. The initial donation needed to activate this bank will be three (3) days to be deducted from the 1985-86 accumulated balances of all Unit employees who work three hours or more per day.
4. The maximum number of bank days granted to an individual will not exceed fifty (50) working days per school year.
5. Sick Bank Procedures
 - A. The Sick Leave Bank will be administered by a Sick Leave Bank Committee consisting of three members. Two of these members will be the President and Vice President of the Association, and one member of Unit B.
 - B. Individual petitions of Unit employees will be presented to the President and Vice President of the Association.
 - C. If deemed an appropriate sick bank request as defined in Article IX, the President, Vice President shall present the individual's request to the Sick Bank Committee.
 - D. The petition before the Sick Bank Committee shall include the number of days requested and the reasons for such request.
 - E. The Sick Bank Committee may require pertinent medical data and proof of illness.
 - F. The Sick Bank Committee shall render a decision within five (5) days, which shall be final and not subject to the grievance and arbitration procedure.

ARTICLE X**INSURANCE**

1. The following co-pay changes will take effect to HMO Blue (or any other health maintenance organization) 60 days subsequent to ratification of these provisions by all other municipal and school bargaining units.
 - Doctor office visit co-payments will increase from \$5.00 per visit to \$10.00 per visit;
 - Emergency room co-payments will increase from \$25.00 to \$50.00 per use;
 - A three-tier prescription drug program will take effect: \$10.00 - \$20.00 - \$35.00 depending upon the prescribed drug.
2. Effective September 1, 2006 the employee contribution to the HMO Blue (or any other health maintenance organization) will increase as follows:
 - Family coverage will increase to 14% (currently 13%)
 - Individual coverage will increase to 12% (currently 10%)
3. Effective September 1, 2007 the employee contribution to the HMO Blue (or any other health maintenance organization) will increase as follows:
 - Family coverage will increase to 15% (currently 14%)
 - Individual coverage will increase to 14% (currently 12%)
4. Employees on unpaid leaves of absence shall be entitled to maintain insurance coverage, provided the employee pays full premium cost therefore, unless the employee is eligible for more generous insurance benefits under the provisions of the Family Medical Leave Act.

ARTICLE XI**RETIREMENT**

1. Unit employees having attained the age of 60 or more and with a minimum of twenty (20) years with each equal to a minimum of 182 days of three hours or more, in the North Andover School System, after submitting notice of intent to retire within three (3) years, will receive an additional \$1,500 per year until retirement.
2. The request and benefit will run concurrent with the fiscal year.
3. The benefit will not be paid in the event that this notice or retirement is withdrawn, and any monies paid under this clause must be returned.

ARTICLE XII

LEAVES OF ABSENCE

1. Personal

- A. With the advance approval of the Superintendent of Schools, a Unit employee working three or more hours per day may take two personal day per year, not to be deducted from sick leave.
- B. Absence of one day per year with pay may be allowed for transitions involving a legal instrument (deed, mortgage, property title, etc.) or a court order. Advance approval by the Superintendent will be required for such absence. This provision is to be effective as of September 1, 1998.

2. Bereavement

Up to five (5) days may be used and not charged to sick leave in the event of death of a spouse, child, grandchild, mother, father, sister, brother, grandmother, grandfather, mother-in-law, father-in-law, or any permanent member of the family household. Three days may be used for the death of a brother-in-law or sister-in-law. One day may be used for the death of any other relative or friend.

3. In certain emergencies and with the Superintendent's advanced approval, other absences with pay may be allowed.

4. Maternity Leave

- A. As early as possible, any unit member who intends to apply for Maternity leave will notify the Superintendent.
- B. The employee may continue to perform her duties for a period of time as agreed upon by the employee and her physician who shall provide a certificate stating that the employee is physically capable of performing her job.
- C. Before returning to her duties, an employee who has been on a maternity leave of absence must be certified by her physician as ready and able to return to her assignment.
- D. The parties to this Agreement agree that all State statutes and decisions of all Federal and State courts concerning maternity leave will be applicable to this Agreement. "The employee shall be entitled to up to 12 weeks unpaid leave of absence pursuant to the provisions of the Family Medical Leave Act of 1993."

ARTICLE XIII

REIMBURSEMENT

1. Upon successful completion of an approved course for professional improvement, a Unit member will be reimbursed at one-half the cost of the course.
2. An approved course shall be defined as one which has been approved by the Superintendent in advance of registration.
3. Successful completion shall be defined as a grade of B- or better, or if ungraded, receiving total credits for the course.
4. The Committee shall reimburse unit members for reasonable expenses for fees, meals, lodging, and transportation incurred for attending workshops, seminars and conferences. All such workshops, seminars, and conferences must be approved by the Superintendent in advance.
5. If a Unit employee is required per administrative order to attend a workshop, seminar, or conference which occurs during a regular work day, the employee shall be paid her regular full day's pay plus reimbursement as stated in Article XIII, Item 4. This provision shall not be construed to prohibit voluntary attendance at such workshop, seminar or conference, providing the Superintendent approved such voluntary attendance.
6. Employees who are certified and are teaching a course after normal school hours shall be compensated at the same rate of pay as teachers covered under the Professional Development Plan. Compensation may be in the form of "PDP" points if the employee elects such compensation.

ARTICLE XIV

GENERAL

1. If any provision of this agreement or any application of the agreement, is or shall at any time be contrary to law, state regulation or state directive, then such provision or application shall not be deemed valid or enforceable, except to the extent permitted by law, state regulation or state directive.
2. No Unit employee shall be discriminated against because of race, creed, color, religion, nationality, age, sex, or marital status.
3. The Committee and the Association agree to carry out the commitments contained herein and give them full force and effect as contractual obligations. The Committee will take such actions as may be necessary in order to give full force and effect to the provisions of this Agreement.

4. The Association will have the right to use school buildings for Association business meetings outside regular school hours, if not in use and without cost, at reasonable times as determined by the Director of Management Support Services.
5. Employees who have been approved leaves of absences, or are absent because of a work related injury shall not continue to accrue benefits under this agreement, during the period of said absence. Upon return from said absence, said employee shall be entitled to those benefits which he or she may have to his or her credit at the time of commencement of said absence, less any such benefits utilized during the period of said absence. This provision does not apply to Article X, Section 2.
6. A meeting will convene monthly with the Superintendent, President of the Association, and one Special Education representative to discuss issues and resolve problems. There will be a mutual exchange of the agenda. An alternating chairperson shall be designated for each meeting beginning with the Superintendent.

ARTICLE XV
GRIEVANCE PROCEDURE

1. Definitions
 - A. A grievance shall mean any complaint arising for any alleged violation, misinterpretation, or misapplication of this agreement.
 - B. For this Article only, “days” shall mean calendar days exclusive of Saturdays, Sundays, federal and state holidays, and scheduled vacation periods during the school year.
2. Purpose
 - A. The Association and the Committee desire that such grievance procedure shall be an informal and confidential as may be appropriate for the grievance at the procedural level involved.
 - B. The purpose of the procedure set forth hereinafter is to produce prompt and equitable solutions to those grievances which from time to time may arise and affect the wages, hours, and conditions of employment of the employees covered by this Agreement.
3. Procedure
 - A. Decisions rendered at all levels of the procedure will be transmitted in writing to the grievant(s).
 - B. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum.

- C. The time limits may be enlarged or contracted by mutual agreement of the parties.

Level One

- A. Within 10 days of the occurrence of the alleged grievance, the employee shall discuss the grievance with her immediate supervisor with the objective to resolve the matter informally.

Level Two

- A. If the grievance is not resolved within five (5) days after the Level One meeting takes place, it may be submitted to the Superintendent within five (5) days when the Level One reply is due.
- B. The Superintendent or a designated central office administrator shall meet with the grievant(s) for the purpose of discussing the grievance within five (5) days of receipt of the written grievance. Within five (5) additional days, the Superintendent shall render a written replay to the grievant(s).

Level Three

- A. If the grievance is not resolved satisfactorily at Level Two, the grievant(s) may submit the matter to the School Committee within five (5) days of the date the Superintendent's reply is due.
- B. Within ten (10) days after the receipt of the grievance, the Committee shall meet with the grievant(s) to discuss the grievance. The Committee shall render its decision, in writing, within five (5) days of the conclusion of the meeting.

Level Four

- A. If the grievance is not resolved, the Association may, within ten (10) days after the decision is due at Level Three, file a written request for arbitration with the American Arbitration Association, in which case the arbitration shall be conducted in accordance with the rules of the American Arbitration Association.
- B. The decision of the arbitrator shall be final and binding on all the parties.
- C. The fees and expenses of the arbitrator and American Arbitration Association shall be borne equally by the Association and the Committee.

4. Procedure

- A. No reprisals of any kind will be taken by the Committee or by any member of the Administration against a party in interest, any member of the Association, or any participant in the grievance procedure by reason of such participation.
- B. Any part in interest may be represented at all stages of the grievance procedures by a person of her own choosing.

5. If a grievance affects a group or class of unit employees, the Association may submit such grievance beginning at Level II. The Association may process such a grievance even though all the aggrieved persons do not wish to do so.
6. It may be mutually agreed upon by both parties involved at any time at Levels One through Three of the Grievance Procedure that the amount of waiting time specified before proceeding to the next level be waived.

ARTICLE XVI

DUES DEDUCTION

1. Dues for the North Andover Professional Support Association and Massachusetts Teacher Association, where authorized individually and voluntarily by employee, shall be deducted in equal installments from each pay check and forwarded to the Secretary of the North Andover Professional Support Association once per month.
2. Unit authorization statements shall be submitted in writing in duplicate on forms provided to the North Andover Professional Support Association Secretary, who will transmit them in duplicate to the Committee (Superintendent's Office) not later than ten (10) days prior to the close of the school year. The Committee will not be required to honor any deduction authorizations that are delivered to it later than ten (10) days prior to the close of the school year.

ARTICLE XVII

EVALUATION

The parties agree upon a new Evaluation process and instrument that will be attached as Appendix B. This instrument will be piloted from September 1, 2000. At that time if there are changes to be made to the instrument, the parties involved in developing the process and instrument shall reconvene with the bargaining team. Said changes will be ratified by the School Committee and the Association, prior to June 1, 2001. Beginning September 1, 2000, the evaluation instrument will be used to assess members of the Association so that over a three year period of time beginning 9/1/2000 each member of the association will be evaluated. Each year 1/3 of the membership will be evaluated.

ARTICLE XVIII

DURATION AND REOPENING

This Agreement shall become effective as of September 1, 2005 and shall remain in full force and effective through August 31, 2008, and shall continue in force from year to year thereafter unless and until either party gives the other party written notice, on or before October 15 of the calendar year preceding the year in which this Agreement expires, of its desire to terminate or modify same. If said notice is provided, negotiations for a successor Agreement shall commence promptly after October 15 of the calendar year preceding the year in which this Agreement expires.

Except as amended hereby, said Agreement shall remain in full force and effect subject to all terms and conditions set forth therein.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this _____ day of _____, 2005.

North Andover Professional
Support Association

North Andover School Committee

APPENDIX A

**NORTH ANDOVER PROFESSIONAL SUPPORT SALARY SCHEDULE
September 1, 2005 - August 31, 2008**

Step	2005-2006	2006-2007	2007-2008
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1	12.63	12.95	13.27
2	13.59	13.93	14.28
3	14.60	14.97	15.34
4	16.02	16.42	16.83

SALARY INCREASES:

2005- 2006	2.50%
2006- 2007	2.50%
2007- 2008	2.50%