

**AGREEMENT BETWEEN  
THE ANDOVER EDUCATION SUPPORT  
STAFF  
AND  
THE ANDOVER SCHOOL BOARD**

**2020-2023**

## **RECOGNITION**

The two parties to this Agreement, the Andover School District (“District”), represented by the Andover School Board (“Board”), and the Andover Education Support Staff (“Association”), pledge to cooperatively seek the best education possible for the youth of our town. The Andover School Board recognizes the Association as the exclusive representative within the context of RSA 273-A as amended, for all members of the bargaining unit as defined in PELRB Case No. E-0198-1.

## **ARTICLE I. NEGOTIATIONS**

**1.1** The Board agrees to establish a negotiating process with the Association to discuss and negotiate salaries, benefits and working conditions for employees in the bargaining unit. The specific number of meetings each year of negotiating will be determined by mutual agreement of the Board and Association depending upon the specific issues involved. The District and the Association recognize and will fulfill its obligation to negotiate in good faith as prescribed in RSA 273-A.

**1.2** The term "Employee" as used in this Agreement shall refer to a member of the bargaining unit. The term "Association Representative" as used in this Agreement shall mean any designated officer of the Association.

## **ARTICLE II. NON-DISCRIMINATION**

The Board and Association agree that there shall be no discrimination and that all practices, procedures and policies of the school district shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of employees, or in the application or administration of the Agreement on the basis of race, creed, color, religion, national origin, sex, marital status, age, disabilities, handicap, political affiliations, sexual orientation, membership and/or activity in the Association.

## **ARTICLE III. RIGHTS AND RESPONSIBILITIES**

### **MANAGEMENT RIGHTS and RESPONSIBILITIES**

The parties agree that, except as otherwise specifically limited by this Agreement, all management functions, powers, authorities and responsibilities shall remain exclusively vested with the District, and shall include, but not be limited to, the following:

**3.1** The right to select and direct employees; to determine vacancies; to determine the qualifications for the hiring and retention of employees; to determine standards for work; to determine the content of the job descriptions; to

hire, promote, transfer, assign, and retain employees in position; and to discipline, suspend and/or discharge employees beyond their probationary period for just cause.

**3.2** The right to lay off employees for lack of work, budgetary considerations, program changes, reorganization or other reasons.

**3.3** The right to determine the functions, programs, means, methods, budgetary and financial procedures of the District; to determine the number of personnel by which the District's operations are to be conducted; and to determine whether and to what extent the work of the District should be contracted out. No bargaining unit positions will be contracted out during the term of this Agreement unless prior notice is given by the Andover School Board to the Andover Education Support Staff.

**3.4** The right to determine the organizational structure of the District.

**3.5** The right to take such actions as may be necessary to carry out the mission of the District.

**3.6** The right to make such rules, regulations and policies provided they are consistent with the provisions of this Agreement and conform to State and Federal laws.

### **ASSOCIATION RIGHTS and RESPONSIBILITIES**

**3.7** The Association shall provide the Superintendent with a list of Association officers and shall keep said list updated. The Superintendent shall advise the Principal of the identity of the representative(s) in the school.

**3.8** The Association will have the right to use the school building at reasonable times, without cost, for meetings. Notice of the use of the building will be made to the Principal at least three (3) days in advance where possible. Representatives of the Association shall have the right to transact business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.

**3.9** The Association will, upon request, be given an opportunity at employee meetings to present brief reports and announcements.

**3.10** The Association will have the right to post notices of its activities and matters of employee concern in the employee's break room and shall have the use of the employee mailbox system and school mail facilities, with the Association incurring the expense of any mail-related costs.

**3.11** Members of the Association who wish to have Association dues deducted from their pay shall notify the Superintendent's Office in writing no later than October 15th of the school year in question. The annual dues shall be deducted in fourteen (14) equal installments over fourteen (14) pay periods commencing with the first pay in November and forward such deduction to the Association's treasurer or the Association's designee. The Board shall be held harmless from any and all claims in connection to dues deduction.

**3.12** The Association may use school equipment normally used by employees for Association activities. However, expendable material such as paper products and postage will be at the expense of the Association. Use of such equipment must be done in a manner so as not to interrupt or interfere with normal school operations.

**3.13** As long as the Association is certified as the representative of employees pursuant to RSA 273-A, the rights and privileges set forth in this Agreement shall not be granted to any other bargaining agent.

**3.14** The Superintendent's Office will, upon the hiring of a new employee, notify the Association's President of the new employee's name, assignment, address, years of creditable experience and salary.

**3.15** Since this Agreement provides for the orderly and agreeable adjustment and settlement of any and all disputes, differences and grievances which may arise, there shall be no strike or other forms of job actions by the Association or any of its members (pursuant to RSA 273-A:13).

### **EMPLOYEE RIGHTS and RESPONSIBILITIES**

**3.16** Nothing contained herein shall be construed to deny or restrict any employee rights which exist under state or federal laws and other applicable regulations.

**3.17 - Probationary Period:** New employees are placed on a 60-day probationary period. During the probationary period, employees are subject to District policies and procedures. The purpose of the probationary period is to give new employees and the District the opportunity to get to know each other and to decide if they want to continue a working relationship. At the same time, a supervisor uses this period to acquaint the new employee with his or her job and how it relates to the overall operation of the school district. At the sole discretion of the Principal, the probationary period may be extended an additional thirty (30) calendar days with notice to the employee and the Association President. During the probationary period, and any extension of it, employees are not eligible for benefits. Benefits will begin on the first day of the month following completion of the probationary period.

**3.18 - Criminal Background/Fingerprinting Records Check:** All new employees of the District are required to undergo a criminal background records check, including fingerprinting, as a condition of employment as per RSA 189:13-a. All offers of employment are contingent upon the District being satisfied with the results of both the background check and fingerprinting.

**3.19 - Post-Offer, Pre-Employment Physicals:** All employees will be subject to medical examinations. Any offer of employment will be conditioned upon the results of a post-offer, pre-employment medical examination, which will be arranged and paid for by the District. If such a medical examination reveals that the individual is unable to perform the essential functions of the job, with or without reasonable accommodation, the offer of employment will be withdrawn.

**3.20 - Drug and Alcohol Testing:** The District will conduct the following drug and alcohol tests (in compliance with state and federal mandates): (1) pre-employment drug testing (for all safety-sensitive positions); (2) drug and alcohol testing upon reasonable suspicion.

Failure to submit to a drug or alcohol test when notified will result in the presumption of a positive test and the employee's immediate termination from any position held in the District.

**3.21 - Letters of Employment:** Individual letters of employment shall be issued annually no later than May 15 of each year of this Agreement.

Any individual letter of employment shall be subject to and consistent with the terms and conditions of this Agreement.

Employees shall be notified of assignments for the ensuing school year as soon as circumstances permit, recognizing the uncertainties of enrollment and other factors, and subject to the terms and conditions of this Agreement.

**3.22 - Job Descriptions:** Each employee shall receive a job description for his/her position with the employee's first letter of employment. Thereafter, as stated in 3.1 above, job descriptions shall be amended or altered at the discretion of the District. When such amendments or alterations to job descriptions take place, copies of the new versions shall be issued to the affected employees and to the Association.

**3.23 - Safety and Accidents:** Each employee should report any situation or condition that he/she reasonably believes to be unsafe to their supervisor. The district shall review all reports of unsafe conditions and take appropriate action to ensure District compliance with state and federal safety laws.

**3.24 - Personal Equipment:** Employees shall not use personal equipment on school premises to accomplish job-related duties. The administration shall furnish all necessary tools and equipment.

**3.25 - Medication:** Except in cases of emergency and when the duty is part of an employee's job description, employees shall not be required to administer medication to students unless another employee is present to double-check that the medication and dosage being dispensed are correct.

**3.26 - Mileage:** Employees who are required in the course of fulfilling their job responsibilities to use his/her privately-owned vehicle shall be reimbursed for mileage at the IRS rate in effect at the time, provided that the travel was pre-approved and the employee submits a travel reimbursement request form to their Principal and the SAU within 30 days from the date that the required work-related driving occurred.

## **ARTICLE IV. PERSONNEL MATTERS**

**4.1** All employees covered by this Agreement will be evaluated at least two (2) times each school/fiscal year. Employees will be given a copy of each evaluation prior to any conference held to discuss it. Following the conference, the employee will sign the evaluation. Such signature only indicates that the report has been read, reviewed and discussed with the employee and in no way indicates agreement with the contents thereof.

If an employee is dissatisfied with the evaluation and conference, s/he may request further conference with the next level of supervision/administration.

**4.2** Verbal or written complaints regarding an employee made to any member of the Administration by any parent, student, or other person shall be promptly investigated by the Superintendent of Schools Office. The employee shall be given prompt notice of such complaint and be given the opportunity to respond to the complaint, both orally with the investigator and in writing. Only after the complaint has been substantiated in the judgment of the Superintendent shall any entries be made in the personnel file.

**4.3** No material will be placed in an employee's personnel file without the employee's knowledge. Employees shall be given an opportunity to schedule an appointment to review and respond to any document placed in their personnel file, upon 24 hours' notice, (in accordance with RSA 275:56) at the Superintendent's Office, except with respect to documents they have voluntarily waived their right to review. Said response shall become part of the employee's permanent file.

The employee may have a representative of the Association accompany him/her during review of the file.

Reproductions of any file contents will be done by the Superintendent's Office at the expense of the employee.

**4.4 - Confidentiality:** Bargaining unit employees may have access to confidential information about the District's students and employees. Access to this information is solely the result of employment with the District and it is to be used only in a manner consistent with employee job duties, which may include discussion of such information with other appropriate school employees. No employee may otherwise disseminate or divulge any information contained in District records or regarding District students or employees, unless they receive written consent from the Superintendent's Office or are required to disseminate or divulge the information by law.

**4.5 - Certification:** In the event the Board requires current, employed bargaining unit members to be certified by the NH Department of Education, the Board agrees to pay fees associated with the initial certification fee to the Department of Education.

**4.6 - Pay Differential:**

Once an educational para earns either the Para I or Para II DOE certification, there will be an additional \$1 per hour added to their hourly rate. The pay change can only happen in either September or February. Regardless of which certification the employee earns, they will be placed on the Certified (C2) track of the wage scale.

The District will pay the one-time Para I or Para II certification fee and the subsequent fee for periodic certification renewals.

**ARTICLE V. CONDITIONS OF EMPLOYMENT**

**5.1 - Individual Contracts:** Individual contracts shall be issued annually no later than May 15th of each year and shall include at least the following information: the employee's position and school assignment, track and step, longevity (years/payment, if any), hours per day, days per year, and total per-hour amount. Job descriptions and employment schedules shall be available at the Superintendent's Office. Any individual contract between the Board and any individual employee, hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains

any language inconsistent with this Agreement, it shall be considered invalid and this Agreement shall be controlling. If there is a need to change an employee's contract in any way, an employee will receive at least three (3) business days' notice before the change becomes effective.

**5.2** Employees hired by the District for temporary summer employment shall receive a separate letter of employment indicating hourly rate, hours to be worked per week, and total wages to be paid.

**5.3** Year-round employees shall be contracted to work for a twelve-month period.

**5.4** Overtime shall be compensated in accordance with state and federal laws. All hours that an employee is on pay status will constitute "time worked" for the purpose of determining the workweek required to establish eligibility for overtime compensation. Specifically, overtime will be paid for hours actually worked beyond forty (40) each week. Vacation days and personal days are not considered time worked towards any overtime pay calculation. Sick days and holidays will be counted as hours worked.

**5.5 - Delayed Openings/Early Releases:** In cases of delayed starts or early releases, employees may choose to make up the lost time. Arrangements must be made with their supervisor/Building Principal to make up the time within fifteen (15) working days.

Additionally, employees may choose to use a Personal Day to make up the lost time due to delayed openings/early releases.

**5.6 - Snow Days:** Only employees contracted for a twelve-month period shall work on snow days.

**5.7 - Severe Weather Days:** All employees working thirty (30) or more hours per week will receive not more than three (3) severe weather days (i.e. Acts of God, floods, tornadoes, ice storms, wind storms, etc.) with pay. These days may only be excused if there is a waiver granted by the NH Department of Education or the Governor of New Hampshire.

**5.8 - Lunch/Meal Break:** The Board agrees that each employee working at least six (6) hours per day will receive a full 30-minute, unpaid, duty-free lunch/meal break. This break will be thirty (30) consecutive minutes. After having provided notice to the appropriate supervisor, employees may leave the premises during their lunch/meal break.

**5.9 - Breaks:** Employees and the Building Principal should make reasonable efforts to assist each other in ensuring that all employees working at least six (6) hours per day have ten (10) minutes during each day when they are fully relieved



of direct student or classroom responsibilities. All eight (8) hour employees will receive at least two 15-minute breaks.

**5.10** In the case where support staff substitute for regular classroom teachers they will receive, in addition to their regular wages, a stipend of \$30.00 for a full-day assignment (any portion of the day exceeding ½ day) and \$15.00 for a half-day assignment (any portion of a half-day). The exception to this language will be if a support staff member is providing coverage for the last fifteen (15) minutes of any school day. Substitute time should be indicated on the employee's time card.

When a member of the support staff bargaining unit agrees to substitute for a teacher, said agreement shall be voluntary. The administration will ensure that the duties of the support staff bargaining unit member and the duties of the teacher are not in conflict. Support staff bargaining unit members shall not be required to perform the duties of both positions.

## **ARTICLE VI. REDUCTION-IN-FORCE**

**6.1** At the sole discretion of the Board, in the event that it becomes necessary to have a reduction-in-force due to reduced enrollment, reassignment of personnel or students, budget shortfall or program changes, or any other reason as determined by the Board, the following criteria shall be used in making the determination(s) of the lay-off of an employee covered by this Agreement:

- The Board will make every reasonable effort to reduce the impact of reduction-in-force on the current staff by absorbing as many positions as possible through attrition, such as retirements, resignations, and leaves.
- The Board shall notify the Association and employees of any planned reduction-in-force as soon as possible, but in no case later than May 1 of the year in which the reduction-in-force will take place. The Board agrees to make available to the Association information relating to the reduction-in-force.
- The staff shall be reduced in the reverse order that they were hired into the District. Employees having the most seniority shall be placed in the remaining positions, without regard to job classification, provided they are qualified for such positions, and subject to evaluation results. The Board shall weigh both seniority and evaluation results in its determination.

**6.2** Reinstatement rights shall remain in effect for three (3) school years after the year of a reduction-in-force. Should a vacancy occur, employees shall be recalled for the opening(s) in the reverse order of the original reduction [i.e., last let go shall be first returned provided they are qualified for the open position(s)].

**6.3** Recalled employees shall be so notified by certified mail, return receipt. It shall be the responsibility of the laid-off employee to maintain a current address on file with the district.

**6.7** If a laid-off employee refuses an offer for re-employment in a position for which they are qualified, or fails to respond to such an offer within ten (10) days of certified notification, the employee shall forfeit their right to reemployment under this section.

## **ARTICLE VII. COMPENSATION**

**7.1** The workweek begins at 12:01 a.m. on Sunday and ends at 12:00 a.m. the following Saturday.

**7.2** All employees are paid on a bi-weekly basis, with paychecks distributed on alternate Thursdays. Paychecks cover the two-week period ending on the Friday prior to receiving the check. School year bargaining unit members will be paid in twenty-two (22) installments during the course of a school year. The installments shall equal the total annual wages divided by twenty-two (22). Year-round employees will be paid in twenty-six (26) bi-weekly periods during the course of the fiscal year based on hours actually worked.

**7.3** Payment of wages for all employees will be in accordance with the Fair Labor Standards Act. Employee hourly rates shall be based on the wage scales in Appendix A. Following initial placement on the wage scale, a new employee shall advance one (1) step per year of service. Whenever an employee has worked more than one-half their contracted work year, that employee shall be given credit for a full year of service.

**7.4** All employees who meet the minimum eligibility requirements for membership in the NH Retirement System (NHRS) shall be enrolled in the NHRS as a condition of employment.

## **ARTICLE VIII. BENEFITS**

**8.1 - Health and Dental Insurance:** The contribution levels for employees working thirty (30) or more hours per week for health insurance shall be as follows:

### **ABSOS Anthem 20/40 Plan – 100% of a single plan**

Bargaining unit members can add family members to both the offered health and dental plans at their own cost.

District contribution to health and dental benefits for bargaining unit members working less than thirty (30) hours per week are not available

The District shall provide Northeast Delta Dental (Coverages A, B, C) as the dental insurance plan for the life of this Agreement as follows:

100% of the cost of a single plan will be paid for bargaining unit members in each year of the Agreement.

In the event that these plans become unavailable, the parties shall work together to find comparable replacement coverages. Employees taking health or dental insurance may participate in the Pre-Tax Section 125 Plan.

**8.2 - Health Insurance Buyback:** In lieu of taking health insurance, the District will offer employees, working thirty (30) or more hours per week, a buyout of \$1,250 in Year 1; \$1,400 in Year 2; and \$1,500 in Year 3.

The buyback will be paid in October of each year (from which all applicable payroll taxes will be taken). If, after selecting the insurance buyout, the staff member has a qualifying event (as determined by the insurance carrier) the staff member will be reinstated onto the plan with the buyout being prorated accordingly.

Buyback forms provided by the District are due to the SAU office by June 20<sup>th</sup> of each year of this Agreement for the subsequent year. No buyback payments will be made for late submittals or late requests.

Eligible employees will have a choice of receiving their buyback money in the form of a check, less all applicable taxes, or having the money sent to the tax sheltered annuity of their choice.

**8.3 - Life Insurance:** The District shall provide term life insurance for employees working at least 30 hours per week. The amount of life insurance is based upon the employee's annualized wage rounded to the nearest thousand dollars.

**8.4 - Long Term Disability Insurance:** The District shall provide long-term disability insurance coverage for employees working more than thirty (30) hours per week (in accordance with the provisions of the policy). All benefits shall be subject to the provisions of the policy.

**8.5 - Tax Sheltered Annuity:** In accordance with provisions of Section 403(b) of the Internal Revenue Code of 1954, as amended, should an employee submit to the Superintendent's Office a written agreement between the employee and an insurance company handling Tax Sheltered Annuity Plans which specifies an amount to be deducted from that employee's payroll, the District shall make such

specified deductions. The plan may be terminated by filing a written termination notice with the Superintendent's Office.

**8.6 - Section 125:** The District will offer a Section 125 Plan which will include premium offset, dependent care and flexible spending account up to the maximum amount allowed by federal regulation.

**8.7 - Workshops, Conferences, or Training Sessions:** To further the employee's ability to attend workshops, conferences or training sessions, the District will create a workshop pool (WP) based on a pool multiplier of \$200 times the number of employees in the bargaining unit, not to exceed a maximum of \$2,000 per year. The WP would be distributed on an as-needed basis providing the workshop, conference, or training session is pre-approved by the employee's supervisor and the Superintendent of Schools. On May 1st of each year of the Agreement, the District will determine what the balance is in the WP. The balance, if any, will be made available to all employees who have not previously attended a workshop, conference, or training session during that fiscal year. After that, all other employees will have the opportunity to attend additional conferences. Workshops, conferences, and training sessions will be approved based on funding availability to avoid overspending this account.

**8.8** With the advanced approval of their Building Principal and the SAU, Employees shall be allowed to attend district-sponsored workshops of their choice beyond the contracted work day and may attend such workshops outside of time scheduled for regular instructional purposes.

**8.9** Additionally, bargaining unit members may attend district-sponsored workshops or training sessions for which they will be compensated at the bargaining unit member's regular hourly rate up to a maximum of eight (8) hours.

**8.10** Upon voluntary separation from the District with twenty (20) years or more of District service, full time (30 hours per week) employees shall receive a one-time separation payment. The amount of separation payment shall be determined as follows:

0.5% of salary x number of years in District PLUS  
¼ per diem x number of unused sick days

In order to receive payment on July 1st of the following calendar year, the employee must provide notice to the District no later than November 1st in the school year in which the separation occurs. However, should the employee wish to receive payment in June of the separating year, notice must be provided eighteen (18) months prior to that date.

If an eligible employee fails to provide notice of voluntary separation by November 1st, the District will consider the employee to have provided notice as of November 1st of the following calendar year and make payment accordingly.

**8.11 - Longevity:** When an employee reaches the following milestones, they will receive a one-time payment on July 1 following completion of the following years of consecutive employment with the District and in the following amounts:

After Year 5 - \$250

After Year 10 - \$500

After Year 15 - \$750

These payments are all based on the employee returning to the District in the fall after completion of the incremental years.

## **ARTICLE 9. LEAVES OF ABSENCE**

**9.1 - Purpose:** It is agreed that the use of leave days will be confined to legitimate purposes as provided in this Article. It is a basic expectation of employment that bargaining unit members report to work on a regular and consistent basis. It is also expected that bargaining unit members make every effort to schedule medical and other appointments outside of school hours. In the event of a pattern of absenteeism or sick leave use, the Building Principal, department supervisor, or SAU may ask for a note from the bargaining unit member's physician for any and all sick time taken. Repeated unexcused instances of this behavior may result in disciplinary action up to and including termination.

**9.2 - Sick Leave:** Sick leave shall be used for the personal illness of the employee, excluding illnesses or disabilities covered by NH Worker's Compensation Laws. At the discretion of the Principal or Superintendent, an employee may be required to furnish the District with proof of illness in the form of a certificate from an attending physician whenever sick leave is used.

**9.2.1** Employees in the bargaining unit will be given a written account of their accumulated sick days with the second paycheck in September in each year of this Agreement.

**9.2.3** All bargaining unit employees shall receive twelve (12) sick days per year accumulative to a maximum of one hundred (100) days. Employees may use up to twelve (12) of the allotted sick days per year to care for immediate family members. For purposes of sick leave, immediate family members are defined as a spouse, child, parent, step-parent, step-child, sibling, step-sibling, grandparent or any other member of the employee's household.

**9.3 - Family and Medical Leave:** Leave for family and medical purposes will be granted, and shall comply in all respects with the Family and Medical Leave Act

("FMLA"), public law 103-3 (Feb. 5, 1993), its subsequent amendments and all associated regulations. The FMLA is not to be construed so as to derogate or diminish the rights and benefits set forth in this Agreement, and any employee taking leave pursuant to this Agreement, which also qualifies as FMLA leave, will have such leave counted against the employee's FMLA leave entitlement.

**9.4 - Funeral Leave:** Employees shall be given three (3) days of non-cumulative leave per occurrence to attend to a death in the immediate family. Immediate family shall mean spouse, child, parent, step-parent, step-child, sibling, step-sibling, including any such relatives of the employee's spouse or any other member of the employee's household.

Employees shall be granted one (1) day funeral leave per occurrence for the death of a non-immediate family member. A non-immediate family member is defined as a grandparent, aunt, uncle, niece, nephew or anyone else.

The Superintendent of Schools or their designee will take requests for additional bereavement leave on an individual basis

**9.5 - Jury Duty:** An employee called as a Juror will be paid the difference between the fee received for such service and their regular per diem wage. Employees called for jury duty must submit copies of the notice to the Superintendent's Office within 48 hours of receiving them.

**9.6 - Personal Days:** Employees who work at least thirty (30) hours per week shall be granted three (3) days of leave for personal reasons. Employees working fewer than thirty (30) hours per week shall be granted two (2) days of leave for personal reasons.

Employees must request the days off at least five (5) days in advance, except in the case of an emergency, using the established electronic form process. The request for time off will be approved or denied by the Principal or supervisor and forwarded electronically to the Superintendent's Office for final approval or denial, with a return email sent to the employee.

These days are non-cumulative. None of these days may be used solely to extend a holiday or vacation unless the day requested falls when school is not in session (12-month employees only).

Employees shall not use personal days during the first ten (10) school days or the last ten (10) school days in the school year unless approved by the Principal and Superintendent's Office. Said approval shall not be unreasonably denied.

Personal days cannot be used to work out a notice of resignation. Use of personal days cannot be guaranteed for use after June 1<sup>st</sup> in each year of the

Agreement. Every attempt will be made to approve requests for use of personal days provided the daily operational needs of the District can be met. All used days denied, due to operational needs after June 1<sup>st</sup>, will be compensated at the employee's hourly rate.

**9.7 - Child-Bearing Leave:** An employee who is pregnant shall be entitled to an unpaid leave of absence for the period of temporary physical disability resulting from pregnancy, childbirth, or related medical conditions which may occur before or after the birth of the child. At the employee's option, sick leave with pay shall be available during leave for pregnancy to the extent that such employee has unused accumulated sick leave or eligibility for Bank benefits. Sick leave may only be used if the employee is otherwise scheduled to work.

While on child-bearing leave, the employee will be eligible to receive the same disability benefits as an employee on a medical leave of absence. If the employee's disability qualifies as a serious health condition under the FMLA, then the leave will be counted against the employee's FMLA leave entitlement.

Except in cases of emergency, the employee shall give the Superintendent not less than thirty (30) days notice of a specific date for the commencement of the leave and a specific date for the return to work. Thereafter, the Superintendent shall require that the employee provide medical certification from a health care provider verifying the need for leave. The Superintendent will determine the time period within which the employee shall provide the medical verification, but it shall not be less than fifteen (15) calendar days from the date the employee provides notice that a Child-Bearing Leave will be needed.

**9.8 - Military Leave:** Military Leave, without pay or any other benefits, will be granted in accordance with USERRA and any other federal laws and regulations. Return to the position held prior to military leave will occur to the extent that state and federal law provides for reinstatement.

Upon return from such leave, a bargaining unit member will be placed on the wage schedule at the level which would have been achieved had that employee remained actively employed in the District during the period of the bargaining unit member's absence.

**9.9 - Vacation:** All full-time, year-round employees are entitled to paid vacation each year according to the following scale:

1-4 Years Completed Service (as of anniversary date)	10 days
5+ Years Completed Service (as of anniversary date)	15 days
20+ Years Completed Service (as of anniversary date)	20 days

Vacation time is credited to the employee on his or her anniversary date. Vacation days should be taken in the year they are credited and cannot be transferred beyond the next anniversary date. Unused vacation days are lost on the next anniversary date. Vacation time normally must be scheduled and approved in advance. Vacation should be taken when school is not in session, unless otherwise unavoidable. Approval for vacation time must be received from the Principal. At the time an employee terminates employment with ASD, they will be paid for unused, accrued vacation time.

**9.10 - Holidays:** Paid holidays for full time year round employees are as follows:

New Year's Day	Thanksgiving Day & Day After
Martin Luther King Jr. Day	Christmas Day and Day Before or After*
Presidents Day (taken the Monday of February vacation)	
Memorial Day	
Independence Day	
Labor Day	
Veterans Day	

\*At the discretion of the Superintendent

School year employees working at least thirty (30) hours per week on a regular basis will receive the following paid holidays:

New Year's Day	Memorial Day
Thanksgiving Day	Christmas Day

Beginning with the 2020-21 School Year, the following paid holidays will be added:

Labor Day	Martin Luther King Jr. Day
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Beginning with the 2021-22 School Year, the following paid holidays will be added:

Day After Thanksgiving Day	Day Before or After Christmas Day*
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\*At the discretion of the Superintendent

If any of the paid holidays falls on a day while school is in session, employees will work their regular hours. Arrangements will be made by the Principal and the Superintendent's office for alternate time off. Employees leaving ASD will not be compensated for unused or future holiday time.

**9.11 - Association Leave:** The Association shall be allowed to send designated delegates up to a maximum of two (2) members (with pay) to the NEA-NH Delegate Assembly each year for a period of one (1) day.



**9.12 - General Leave Provisions:** Leaves for other reasons, paid or not, shall be granted at the sole discretion of the Board.

## **ARTICLE X. MISCELLANEOUS**

**10.1 - Severability Clause:** If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and enforceable, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

**10.2 - Notice to the Board:** Whenever written notice to the Board is provided for in this Agreement, such notice shall be addressed to the Andover School Board Chairperson directly and c/o Superintendent of Schools.

**10.3 - Notice to the Union:** Whenever written notice to the Andover Education Support Staff is provided for in this Agreement, such notice shall be addressed to the President of the Andover Education Support Staff at the then current address.

**10.4 - Access to Public Information:** The Board agrees to furnish to the Association in response to reasonable requests from time to time all public information concerning the financial resources of the District including, but not limited to: salary and benefit information for bargaining unit members, annual financial reports and audits, annual directories of all personnel in the unit, agendas and minutes of all public board meetings.

**10.5 - Good Faith Effort to Secure Funds:** Any Agreement reached shall be reduced to writing and signed by the Board and the Association. The Board shall make a good faith effort to secure the funds necessary to implement said Agreement. However, any Agreement reached herein which requires the expenditure of public funds shall not be binding upon the Board unless, and until, the voters approve such appropriations. The Board agrees that for any Agreement with a duration of longer than one year, the funding provisions will be submitted to the voters in compliance with state law.

**10.6 - Distribution of Agreement:** Once signed by the parties, one (1) hard copy of the Agreement containing original signatures will be distributed to the Association President. The District will make the Agreement available to all bargaining unit members via email attachment in pdf format within one (1) week of receipt of the signed Agreement by the Association.

**10.7 - Vacancies, Transfers and Assignments:** Notices of vacancies for bargaining unit positions and/or other non-certified positions will be posted in all

schools when in session, available to employees on the District website and sent to the President of the Association when school is not in session.

**10.8 - All vacancies shall be posted for five (5) days:** Such notices shall contain the date of posting, description of the position (meaning classification, starting date and rate of pay), requirements/qualifications of the position, hours to be worked, name and position to whom the application packet is to be submitted, and the closing date for application consideration.

## **ARTICLE XI. GRIEVANCE PROCEDURE**

**11.1** The purpose of this article is to provide for mutually acceptable methods of prompt and equitable settlement of grievances arising under the terms of this Agreement.

**11.2** A grievance is defined to be any dispute or complaint between the District and the staff member(s) covered by this Agreement relating to the application of the terms of this Agreement.

**11.3** Excluded from this grievance procedure shall be those matters subject to statutory and/or regulatory procedures not covered by this Agreement.

**11.4** A grievant may process a grievance through Step Three of the grievance procedure without representation of the professional staff if said grievant so elects, provided, however, a member of the professional staff will be permitted to attend Steps Two and Three.

**11.5** A grievant must informally discuss a grievance with the Principal within ten (10) school days after the grievant knew or should have known the act or condition upon which the complaint was based.

### **11.6 - Step One:**

**11.6.1** In the event a mutually acceptable resolution of the problem is not reached during the informal step above, a grievance may be submitted to the Principal for formal consideration.

**11.6.2** Said grievance must be in writing and must be submitted within five (5) school days from the conclusion of the discussions at the informal step.

**11.6.3** The Principal will schedule a hearing within five (5) school days of the receipt of the written grievance and a decision in writing shall be presented to the grievant within ten (10) school days of the hearing.

### **11.7 - Step Two:**

**11.7.1** If the grievant is dissatisfied with the decision rendered by the Principal, a written request for a hearing may be submitted to the Superintendent.

**11.7.2** Said request must be in writing and must be made within five (5) school days of the decision of the Principal in Step One.

**11.7.3** The Superintendent shall schedule a hearing to be held within five (5) school days of the receipt of the request and shall render a decision in writing within ten (10) school days of the hearing.

**11.8 - Step Three:**

**11.8.1** If the grievant is dissatisfied with the decision of the Superintendent, the grievant may request a hearing before the School Board.

**11.8.2** Said request must be in writing and must be submitted to the Board within five (5) school days of the decision of the Superintendent.

**11.8.3** Upon receipt of said request, a hearing shall be scheduled before the full Board.

The hearing shall be held within fifteen (15) school days of receipt of the request and a decision of the full Board will be made within ten (10) school days of the hearing. The Board's decision will be final and binding.

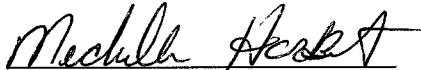
**ARTICLE XII. DURATION**

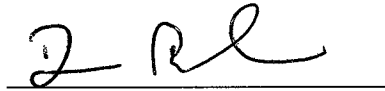
This Agreement and each of its provisions shall become effective on July 1, 2020 and shall remain in effect until June 30, 2023.

In witness whereof the parties hereunto set their hand and seal this 16<sup>th</sup> day of October, 2020.

Andover Education  
Support Staff

Andover School Board

  
Michelle Horbert

  
Dean Barker

  
Holly Creteau

  
Aimee Menard

**Appendix A**  
**Bargaining Unit Wage Schedule**

<b>Category</b>	<b>Description</b>
A	Food Service Worker
C	Special Ed. Asst., Educational Asst., Library Asst., Custodians, Perm. Sub
C2	Certified Special Ed. Asst., Certified Educational Asst., Certified Library Asst.
D	Administrative Asst., Bookkeeper, Head Custodian, Kitchen Manager

**2020-2021**

Category	Step 1*	2	3	4	5	6	7	8	9	10
A	n/a	n/a	\$11.60	\$12.03	\$12.45	\$12.90	\$13.37	\$13.86	\$14.35	\$14.87
B	n/a	n/a	\$12.45	\$12.86	\$13.27	\$13.71	\$14.15	\$14.61	\$15.08	\$15.58
C	n/a	n/a	\$14.20	\$14.55	\$14.92	\$15.30	\$15.69	\$16.07	\$16.48	\$16.89
C2	n/a	n/a	\$15.20	\$15.55	\$15.92	\$16.30	\$16.69	\$17.07	\$17.48	\$17.89
D	n/a	n/a	\$16.18	\$16.50	\$16.83	\$17.16	\$17.51	\$17.85	\$18.22	\$18.58

\*New employees will be placed no lower than Step 3 on the scale.

**2021-2022**

Category	Step 1*	2	3	4	5	6	7	8	9	10
A	n/a	n/a	n/a	\$12.21	\$12.64	\$13.10	\$13.57	\$14.06	\$14.56	\$15.09
B	n/a	n/a	n/a	\$13.05	\$13.47	\$13.91	\$14.37	\$14.83	\$15.31	\$15.81
C	n/a	n/a	n/a	\$14.77	\$15.15	\$15.52	\$15.92	\$16.31	\$16.73	\$17.15
C2	n/a	n/a	n/a	\$15.77	\$16.15	\$16.52	\$16.92	\$17.31	\$17.73	\$18.15
D	n/a	n/a	n/a	\$16.75	\$17.08	\$17.42	\$17.77	\$18.12	\$18.49	\$18.86

\*New employees will be placed no lower than Step 4 on the scale.

**2022-2023**

Category	Step 1*	2	3	4	5	6	7	8	9	10
A	n/a	n/a	n/a	n/a	\$12.80	\$13.26	\$13.74	\$14.24	\$14.75	\$15.28
B	n/a	n/a	n/a	n/a	\$13.64	\$14.09	\$14.55	\$15.02	\$15.50	\$16.01
C	n/a	n/a	n/a	n/a	\$15.34	\$15.72	\$16.12	\$16.51	\$16.94	\$17.36
C2	n/a	n/a	n/a	n/a	\$16.34	\$16.72	\$17.12	\$17.51	\$17.94	\$18.36
D	n/a	n/a	n/a	n/a	\$17.30	\$17.64	\$17.99	\$18.35	\$18.73	\$19.09

\*New employees will be placed no lower than Step 5 on the scale.