

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE ANDOVER SCHOOL COMMITTEE
AND
THE ANDOVER OCCUPATIONAL AND PHYSICAL THERAPISTS ASSOCIATION

August 25, 2018 – August 24, 2021

TABLE OF CONTENTS

ARTICLE	TITLE	PAGE
1	Recognition	3
2	Management Rights	3
3	Work Year and Hours of Work	4
4	Leave Benefits	5
5	Salaries	6
6	Health Insurance	7
7	Probationary Period	8
8	Grievance Procedure	8
9	Graduate Study Reimbursement	9
10	Travel Between Schools	10
11	Duties	10
12	Miscellaneous	10
13	Savings Clause	11
14	Term of Agreement	11

ARTICLE 1
RECOGNITION

Pursuant to the Department of Labor Relations certification WMAM-17-6290, the Andover School Committee (referred to as the “Committee”) recognizes the Andover Occupational and Physical Therapists Association (referred to as the “Association”) as the representative for all full-time and regular part-time registered, licensed occupational therapists and physical therapists employed by the Andover School Committee, but excluding all managerial, confidential, casual and other employees.

Full-time employees are scheduled to work a minimum of 184 days per work year and are scheduled for 7 hours per day in the 2018-2019 work year and commencing with the 2019-2020 work year 7.25 hours per day. Regular part-time employees are employees who are scheduled to work 184 days at least 0.5 times the work day of a full-time employee. All other OTs/PTs employed by the Committee are casual employees.

ARTICLE 2
MANAGEMENT RIGHTS

The Committee shall have the right to exercise complete control and discretion over its organization, operation, curriculum, personnel, services, equipment and technology, including but not limited to the following rights:

- (1) the right to establish standards of conduct;
- (2) the right to determine the number of employees required in each classification;
- (3) the right to determine the content of job classifications and to establish and revise job descriptions;
- (4) the right to determine the services to be provided;
(an employee who believes she/he has been directed to perform a service which conflicts with the employee’s license, may bring the issue to the Director of Student Services.)
- (5) the right to determine the standards of service to be provided;
- (6) the right to determine the methods, means and personnel by which its operations are to be conducted;
- (7) the right to contract out work;
- (8) the right to require employees to engage in training and professional development during the work day;

- (9) the right to establish and revise personnel evaluation programs and to evaluate employees;
- (10) the right to set and alter scheduled work hours; however, the total number of hours per day shall not exceed 7 hours in the 2018-2019 work year and 7.25 hours commencing with the 2019-2020 work year;
- (11) the right to assign, reassign, and transfer employees to work locations and to work consistent with their job description and professional responsibilities;
- (12) the right to suspend, discharge or take any other appropriate disciplinary action against an employee;
- (13) the right to relieve from duty employees because of lack of work, reorganization or other reason(s);
- (14) the right to take any and all actions to carry out its mission in emergencies.

Delivery of services to students in the most efficient, effective, and productive manner is of paramount importance to the Committee and the Association. Such achievement is recognized to be a goal of both Parties as they perform their respective roles and meet their responsibilities. The work performed by employees covered by this Agreement is shared work with seasonal employees, casual employees, contractors, Certified Occupational Therapist Assistants (COTAs), and Physical Therapist Assistants (PTAs), and other personnel. In addition to the rights enumerated above, the Committee shall have the right to engage contractors to provide services of occupational therapists and physical therapists, for whatever length of time is needed, and the Committee shall have the right to engage contractors to provide occupational and physical therapist services within school buildings and outside of school buildings such as in medical facilities, outside placements, students' homes, or in other non-traditional placements and/or to provide services outside of the work day or work year for employees covered by this Agreement. The Association agrees to work harmoniously with all employees and personnel including, but not limited to contractors engaged by the Committee, and the Association agrees not to disrupt the operations of the Committee through any activity.

ARTICLE 3

WORK YEAR AND HOURS OF WORK

3.1 Work Year

The work year for employees covered by this Agreement is 184 days including all student days.

3.2 Work Day

Full time occupational therapists and full time physical therapists employed by the Committee have a 7- hour work day in the 2018-2019 work year and starting with the 2019-2020 work year the work day will be increased to 7.25 hours per work day. The work day for full time

employees includes a one-half hour lunch break. The work hours shall be determined by the Superintendent/designee and may include time before and/or after the student day.

3.3 After School Meetings

Employees covered by this Agreement may be required to attend up to six (6) hours per month of after school meetings and/or other professional activities. Employees will be provided with a minimum of 48 hours advance notice of any required meeting/professional activity and will generally be scheduled contiguous to the regular work day.

3.4 Parent Conferences

Employees will attend parent conferences as assigned by the Superintendent/designee.

3.5 Training and Professional Development

Employees shall attend professional development and training activities on work days during the work year as scheduled.

ARTICLE 4

LEAVE BENEFITS

4.1 Sick Leave

Paid sick leave is available to cover an employee's absence from work for illnesses or injuries in accordance with this Article. Employees are required to follow department procedure for obtaining approval and recording sick leave usage.

Full-time employees who start the work year shall be entitled to fifteen sick leave days per work year upon reporting to work on the first day of the work year. Full-time employees who commence work after the start of the work year shall have their sick leave prorated. For example, a full-time Occupational Therapist who commences employment on the 92nd work day shall receive 7.5 sick days as she will only work half of the work year.

Regular part-time employees shall be entitled to a pro rata amount of sick leave. For example, a regular part time Occupational Therapist who is assigned to a 0.8 FTE schedule for the entire work year shall receive 12 sick days ($0.8 \times 15 = 12$) when she reports to work on the first day of the work year.

4.2 Personal Leave

Paid personal leave is available to cover an employee's absences from work for urgent personal business that cannot be attended to outside of the work day. An employee must provide her/his supervisor with at least 48 hours prior notice, when practicable, of the reason and need for a personal day. Full-time Occupational Therapists and full-time Physical Therapists shall be entitled to two personal days per work year. Regular part-time Occupational Therapists and regular part-time Physical Therapists shall be entitled to a pro rata amount of personal leave. For example, a regular part time Occupational Therapist who is assigned to a 0.8 FTE schedule shall receive 1.6 personal days ($0.8 \times 2 = 1.6$). Employees are required to follow department procedure for obtaining approval and recording personal leave usage.

4.3 Funeral Leave

In the event of a death in the immediate family of an employee, the employee will be granted leave with pay on the day of the funeral if it is a workday, two (2) additional workdays falling between the day of death and the day of the funeral, and the two (2) days immediately following the funeral if they are workdays. "Immediate family" is defined as the employee's spouse, child, parent, and sibling or any member of the employee's household.

In the event of the death of parent-in-law or the employee's grandparents, the employee will be granted leave with pay on the day of the funeral if it is a workday and two (2) additional workdays falling between the day of death and the day of the funeral.

In the event of the death of the employee's aunt, uncle, niece, or nephew, the employee will be granted leave with pay on the day of the funeral if the employee attends the funeral on a workday.

ARTICLE 5

SALARIES

5.1 Salary Schedule

A. Effective August 25, 2018

Step	BACHELOR	MASTERS
1	\$49,555	\$55,061
2	\$50,794	\$56,438
3	\$52,064	\$57,849
4	\$53,365	\$59,295
5	\$54,700	\$60,777
6	\$56,067	\$62,297
7	\$57,469	\$63,854
8	\$58,905	\$65,450
9	\$60,378	\$67,087
10	\$61,887	\$68,764
11	\$63,435	\$70,483
12	\$65,021	\$72,245
13	\$66,646	\$74,051
14	\$68,312	\$75,902
15	\$70,020	\$77,800
16	\$71,771	\$79,745
17	\$73,565	\$81,739

- B. Effective August 25, 2019
Increase the salary schedule in Section A by 2.0%
- C. Effective August 25, 2020
The parties agree to reopen the collective bargaining agreement to negotiate the salary for the 2020-2021 work year. (This is not a general reopener for other provisions in this agreement.)

5.2 Stipend for Clinical Doctorate

Each full-time employee who has a clinical doctorate degree in physical therapy or occupational therapy at the start of the work year shall receive a stipend of one thousand dollars (\$1,000) per work year, prorated for work of less than a full work year. Each employee applying for this stipend must provide an official transcript to the Human Resources department on or before October 15th to be eligible for the stipend in the same work year.

5.4 Initial Placement on Salary Schedule

The Superintendent/designee shall have the authority to place a new employee anywhere on the salary schedule.

5.5 Advancement on Salary Schedule

Each employee who has worked 165 days or more in the prior work year shall advance one step at the start of the following work year until the employee reaches the maximum step.

5.6 Direct Deposit

All employees shall receive their pay through direct deposit. The Committee may provide employees with electronic pay advices in lieu of paper pay stubs.

ARTICLE 6

HEALTH INSURANCE

Employees who are regularly scheduled to work twenty hours or more per week are eligible for health insurance. The Town will pay premiums in accordance with the following tables and the employee shall pay the balance of such premiums.

For Employees who commenced employment in the bargaining unit before July 1, 2017:

Plan	Town Contribution	Employee Contribution
HMO Individual	81%	19%
HMO Family	77%	23%
PPO	65%	35%

For Employees who commenced employment in the bargaining unit on or after July 1, 2017:

Plan	Town Contribution	Employee Contribution
HMO	70%	30%
PPO	65%	35%

ARTICLE 7

PROBATIONARY PERIOD

Employees shall serve a probationary period of three consecutive full work years. An employee who has completed her probationary period shall not be suspended or discharged without good cause.

ARTICLE 8

GRIEVANCE PROCEDURE

8.1 Definition of Grievance and Requirements for a Grievance

A grievance is a dispute between the parties as to the application or meaning of an express provision of this Agreement. A grievance shall include the following: (i) a citation to the specific Article and Section of this Agreement alleged to have been violated, (ii) the name of the grievant, (iii) the date of the alleged violation, and (iv) the specific facts supporting the alleged violation.

8.2 Resolution of Grievances

The grievance will be addressed in the following manner:

STEP 1

The grievant, with or without a Union representative, shall present her grievance to the Director of Student Services within five (5) work days from the occurrence of the action or failure of action giving rise to the grievance. The Director of Student Services shall respond to the grievance in writing within five (5) work days of the meeting with the grievant.

STEP 2

If the grievance is not resolved at Step 1, the grievant with or without a Union representative, shall present his grievance with a copy of the Step 1 response, if any, to the Superintendent of Schools by filing it as a Step 2 grievance. The Step 2 grievance must be filed with the Superintendent of Schools within five (5) work days from the date of the Step 1 response or within five (5) work days of the date that the Step 1 response was due, if no Step 1 response was made. The Superintendent may meet with the grievant and her Union representative and shall respond to the grievance within ten (10) work days of the meeting or if there was no meeting within ten (10) days of the date the Step 2 grievance was filed.

ARBITRATION STEP

If the grievance is not resolved at Step 2, the Union may demand arbitration by filing a demand for arbitration with the Department of Labor Relations within ten (10) calendar days from the date of the Step 2 grievance answer and shall send the Superintendent a copy of the arbitration demand on the same day it is filed with the Department of Labor Relations. The arbitrator shall have no power to change, alter, add to or subtract from any of the terms of this contract. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or that is in the discretion of the Superintendent or School Committee. The parties shall each pay 50% of the fee for arbitration/arbitrator.

8.3. Time Periods

A grievance that is not initiated within the time specified shall be deemed waived. Failure to appeal a grievance response to the next Step within the time limit specified shall be deemed that the grievance is resolved on the basis of the response made at the last Step, and the grievance shall not be eligible for further appeal. Failure to answer a grievance at any Step shall be deemed to be a denial of the grievance. The time periods in this Article may be extended by written or email agreement of the Parties.

ARTICLE 9

GRADUATE STUDY REIMBURSEMENT

- A. Effective September 1, 2020, the Committee will establish a tuition reimbursement fund for employees in positions represented by the bargaining unit. Such fund shall be three thousand dollars (\$3,000.00) per contract year. Unused funds shall not carry over to the next contract year and shall not carry over to the following fiscal year.
 1. An employee applying for tuition reimbursement must have been employed by the Andover Public Schools in a bargaining unit position for a minimum of one (1) year prior to applying for tuition reimbursement and must be employed by the Andover Public Schools at the time of reimbursement.
 2. There is a limit of one thousand dollars (\$1,000) of reimbursement for graduate credits per contract year per employee up to the fund maximum per contract year.
 3. The deadline for applying for tuition reimbursement is May 1 of the fiscal year prior to which the funding is to be appropriated.
 4. An employee seeking graduate credit tuition reimbursement must submit a written application for tuition reimbursement to the Superintendent or her/his designee.
 5. An employee must obtain prior written approval from the Superintendent or his/her designee prior to taking the course; the decision of the Superintendent/designee shall not be arbitrary or capricious and shall be final and binding.

6. Employees may not obtain reimbursement for tuition if there is a voucher available to use for the course.
7. The Employee must obtain a grade of "B" or better in the pre-approved course to be entitled to reimbursement. If the course is not offered for a grade and is only offered on a pass/fail basis, the employee must receive a "pass" in the course to receive reimbursement.
8. On or before April 1 in the fiscal year in which the course was taken, the employee must notify the Business Office by email that the employee will be submitting a grade for reimbursement for the approved course on or before June 15. An employee who fails to make the required notification on or before April 1 and/or fails to submit a transcript for the approved course with a grade by June 15 shall forfeit the right to this benefit, unless the Business Office approves an extension to the June 15 deadline.

ARTICLE 10

TRAVEL BETWEEN SCHOOLS

Employees required to travel between school buildings for work will not be required to use their lunch break for travel time. Employees who use their personal vehicles to travel between school buildings for work will be reimbursed for actual mileage traveled at the IRS mileage rate. At the end of each month, employees who travel between school buildings for work shall submit a log to Director of Student Services; such log shall contain the date(s) the employee traveled between school buildings for work, the school buildings, and the actual mileage for such travel. Mileage for travel to and from work to the employee's residence or other locations is not reimbursable.

ARTICLE 11

DUTIES

The Committee and the Association acknowledge that a therapist's primary responsibility is to provide therapy to students and that except in unusual circumstances therapists will not be required to perform non-professional duties such as collecting money from students and general supervision of students in the cafeteria or at recess. However, there may be times when observation of a student in the cafeteria or at recess may be appropriate, and the therapist shall perform such observations or supervision. When the building principal determines it's necessary, the therapist may be assigned to other duties at the start or end of the student day such as bus duty.

ARTICLE 12

MISCELLANEOUS

12.1 Jury Duty:

An employee who is called for jury duty will receive jury pay in an amount equal to the difference between the employee's base salary and jury service fee received by the employee.

The employee must furnish evidence satisfactory to the Superintendent that the employee has performed jury duty and must specify the amount of compensation the employee received for jury duty on days for which payment is claimed.

Jury pay will not be granted if the employee has postponed the date for jury duty service from a date when she was not scheduled to work for the Andover Public Schools to a date when she is scheduled to work for the Andover Public Schools or when she is on a previously authorized leave.

12.2 Technology

The Committee will provide an electronic device such as a tablet or laptop, as determined by the Superintendent/designee for the use of each employee. Employees shall secure such devices and use them solely for work for the Andover Public Schools.

ARTICLE 13

SAVINGS CLAUSE

If any provision of this Agreement is or shall be at any time contrary to law, then such provision shall not be applicable or enforced except to the extent permitted by law and all other provisions of this Agreement shall continue in effect.

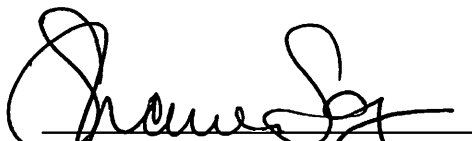
ARTICLE 14

TERM OF AGREEMENT

This Agreement shall continue in full force and effect from August 25, 2018 until August 24, 2021. Should either party wish to commence negotiations for a successor agreement, that party shall notify the other party in writing on or before October 15, 2020 of the desire to commence bargaining.

This collective bargaining agreement has been ratified by the Union membership and approved by the School Committee and is executed by their authorized representatives.

For the Andover School Committee


Shannon Scully, Chairperson

For the Andover Occupational and Physical
Therapists Association


Margaret Mertens, Co-President


Elizabeth Rees