

AGREEMENT

between the

NORTH ANDOVER SCHOOL COMMITTEE

and the

**NORTH ANDOVER EDUCATIONAL ADMINISTRATIVE
ASSISTANTS' ASSOCIATION**

JULY 1, 2020 - JUNE 30, 2023

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**AGREEMENT BETWEEN
NORTH ANDOVER SCHOOL COMMITTEE
AND
NORTH ANDOVER EDUCATIONAL ADMINISTRATIVE ASSISTANTS'
ASSOCIATION**

**ARTICLE ONE
PREAMBLE**

The general intent and purpose of the 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 safety, welfare and health of the school children of the Town of North Andover.

MUTUALITY

The North Andover Educational Administrative Assistants' Association recognizes that the members of its Association share with the School Committee the responsibility for providing for students, staff, parents, and other citizens, services of the highest possible quality consistent with the policies of the Committee.

The North Andover Educational Administrative Assistants' Association recognizes its responsibilities to educate and communicate to each member of the Association the responsibility of each member to use her professional competence and experience in the most effective manner possible in order to provide quality education and administrative assistant services in the North Andover Public Schools.

The North Andover School Committee recognizes the Educational Administrative Assistants' Association as an important and integral part of the North Andover Public Schools.

The School Committee and the Association express their joint intention through the terms and conditions of this Agreement to continue their harmonious relations, to promote mutual cooperation and understanding, and to establish and maintain effective lines of communication between the parties.

Where the context requires, all references in this Agreement to any gender shall refer to both genders and the singular shall include the plural and the plural the singular.

ARTICLE TWO
RECOGNITION

Agreement between the North Andover School Committee and the Administrative Assistants' Unit of the North Andover Teachers Association.

1. AUTHORITY

Pursuant to the provisions of Chapter 150E of the General Laws of Massachusetts, this Agreement is made and entered into by the North Andover School Committee, hereinafter referred to as the "Committee" and the North Andover Educational Administrative Assistants' Association, hereinafter referred to as the "Association".

2. CERTIFICATION

Pursuant to the decision of the Massachusetts Labor Relations Commission Case No. MCR-2847, dated February 26, 1979, the Committee hereby recognizes the Association as the sole and exclusive representative of all persons covered by the Agreement with respect to wages, hours of employment and working conditions.

3. POSITIONS

Covered positions include all currently recognized Administrative Assistant positions and the addition of the Administrative Assistant to the Executive Director of Special Education. The employee currently in this position will be afforded all of the rights and benefits under this contract, and will be kept at her current annual salary until her years of service would place her on the salary schedule at a salary equal to her current salary.

ARTICLE THREE
WORKING HOURS AND CONDITIONS

1. WORK WEEK

A. FULL TIME

Seven (7) hours per day, thirty-five (35) hours per week, Monday through Friday, shall constitute the work week when school is in session. When school is not in session, during the summer only, six and one-half (6 ½) hours per day, Monday through Friday, shall constitute the work week, from July 1st until the complete week prior to the opening of school.

B. PART TIME

An employee scheduled less than thirty-five (35) hours per work week, Monday through Friday when school is in session will be deemed part time. When school is not in session, during the summer only, Monday through Friday from July 1st until the complete work week prior to the opening of school, then any employee scheduled less than thirty-two and one half (32½) hours per week shall be deemed part-time.

This designation has no impact on benefit eligibility.

2. WORK YEAR

Generally, the work year for school year administrative assistants shall be forty-four (44) continuous weeks. If the Administration requests that the school year administrative assistant work beyond forty-four (44) weeks, it will be done and not be subject to grievance. All other administrative assistants will work fifty-two (52) weeks.

3. OVERTIME

Overtime is not regularly provided for by the North Andover School Department. However, overtime may be allowed when authorized by the unit member's supervisor. Compensation will be in the form of additional wages. Time beyond the normal work week up to forty (40) hours will be paid at straight time. Time beyond forty (40) hours in any week will be paid at time and one-half.

4. WORK DAY SCHEDULE

Daily hours will vary in the different schools and offices, and shall be in accordance with the wishes of the Administrator and approval of the Superintendent of Schools. Administrators will make a good-faith effort to ensure that Administrative Assistants receive a dedicated thirty (30) minute lunch period away from their desk.

5. SNOW DAYS

When school is closed for a "snow day", administrative assistants will not be expected to report for work.

If a storm erupts during the workday and progresses in intensity, administrative assistants may be released before traveling becomes hazardous. Said release to be determined by the Superintendent of Schools. Release time authorized by the Superintendent will be paid.

6. FLEXIBLE SUMMER SCHEDULES

The North Andover School Committee supports flexible summer schedules for district administrative assistants within currently defined summer months provided critical functions and periods of operation are adequately covered as determined between the school department administrative assistant and the immediate supervisor. All requests and approvals must be made in writing.

ARTICLE FOUR
TRANSFERS AND VACANCIES

1. CRITERIA

When transfers are necessary, an administrative assistant's length of service in the System shall be considered in determining who shall be so transferred.

2. INVOLUNTARY TRANSFERS

An involuntary transfer will be made only after written notification of the transfer, including but not limited to the reasons for the transfer. If the administrative assistant so requests, the administrative assistant shall meet to discuss the transfer with the Superintendent.

3. VACANCY NOTICE – LONG TERM

A. Whenever a vacancy in an administrative assistant position occurs during the school year (September – June), it will be adequately publicized by the Superintendent by means of a notice placed on every school office bulletin board, notice to all administrative assistants by e-mail and posted at the Central Office at least ten (10) days prior to the filling of said position. Every vacancy will be posted for a minimum of ten (10) days before the close of applications.

B. During the months of July and August, written notice of such vacancy will be e-mailed to the President of the Association and to the members of the Association.

4. VACANCY NOTICE – SHORT TERM

Whenever an unanticipated, short-term vacancy in any administrative assistant position occurs during the school year (September – June) or an unanticipated or emergency project requires timely completion, the President of the Association will be notified. The President will contact current, part-time employees to determine their availability for, or interest in, such position.

5. FILLING OF VACANCY

A. In filling all vacancies or positions, consideration will be given by the Superintendent to part-time administrative assistants already employed in the System. The Superintendent will also consider the specific qualifications and timing requirements of the short-term vacancy.

B. No twelve (12) month administrative assistant will be given a ten (10) month assignment, and no ten (10) month administrative assistant will be given a twelve (12) month assignment except by mutual agreement.

C. In the filling of vacancies under this Article, the hiring administrator will review the qualifications, skills and performance history of all of the candidates for the position

before making a selection. If the hiring administrator determines that two or more candidates are equally qualified under these criteria, then the seniority date of the candidates pursuant to Article Five of this Agreement will be the deciding factor.

ARTICLE FIVE
SENIORITY

1. SENIORITY

Seniority shall be defined as the length of continuous service as an administrative assistant in the North Andover Public School System. For each administrative assistant, the effective date of seniority shall be the date the administrative assistant was hired into the Unit. Those administrative assistants whose seniority in the Unit was determined prior to July 1, 1991 will retain such seniority.

2. LAYOFF

In the event of a layoff due to a reduction in the workforce, seniority, defined as the length of continuous service as an administrative assistant in the North Andover Public Schools shall prevail, to determine order of layoff.

3. RECALL

Administrative assistants laid off pursuant to Section 2 shall have recall rights in the inverse order of layoff to any vacant administrative assistant position for a maximum period of one (1) year.

4. SENIORITY LISTS

The Committee shall prepare, maintain, and if requested, provided the Association by October 31, lists of the Association employees according to their employment dates.

5. SENIORITY APPLICATION

For the purpose of vacation allowance and salary increments, an individual's seniority date as defined in Section 1 shall be the controlling date in determining eligibility for said benefits, being adjusted to reflect the amount of time the individual was not actively employed in the System. (Example: If a person commenced employment as of Feb. 1, 1977 and took a six-month leave, the revised anniversary date for figuring vacation allowances and salary increments would be August 1, 1977. The commencement date of employment would still be considered Feb. 1, 1977 as covered in section 1 above.

ARTICLE SIX
REMUNERATION

1. WAGES

Wages shall be paid in accordance with the attached salary schedules (Appendix A).

2. LONGEVITY

Educational administrative assistants who have been in continuous full-time employment shall be paid in addition to regular salary, increments determined as follows:

Length of Service

| | |
|---------------------------------|---------|
| Over 5, but less than 10 years | \$1,300 |
| Over 10, but less than 15 years | \$1,600 |
| Over 15, but less than 20 years | \$1,650 |
| Over 20, but less than 25 years | \$1,725 |
| Over 25 years | \$1,850 |
| Over 30 years | \$2,000 |

Longevity will be paid in a separate check on the first payday of October each year. An employee becomes eligible for longevity increments on the anniversary date of employment. Only employees hired prior to July 1, 2014 are eligible for the first longevity category (Over 5, but less than 10 years).

3. INTERRUPTION OF SERVICE

If an employee is inducted into or ordered to active military duty, such military duty will not be considered as a break in service within the school system, provided that the employee promptly returns to the school system upon completion of such military duty. If the service of an employee is interrupted for other reasons not resulting from the employee's own action, excluding a reduction in force, total service will be considered as continuous service.

4. METHOD OF PAYMENT

All administrative assistants shall be paid bi-weekly, based upon an hourly/weekly rate of pay. Ten (10) month administrative assistants may elect to have their projected annual salary extended to twenty-six (26) installments. Direct Deposit: All unit members will be paid through direct deposit to the bank of the unit member's choice.

ARTICLE SEVEN
VACATIONS AND HOLIDAYS

1. HOLIDAYS

The following will be considered paid holidays when they fall on Monday through Friday:

| | |
|-----------|---|
| January | New Year's Day Martin Luther King Day |
| February | Washington's Birthday |
| April | Patriot's Day |
| May | Memorial Day |
| July | Independence Day |
| September | Labor Day |
| October | Columbus Day |
| November | Veteran's Day Thanksgiving Day Day after Thanksgiving |
| December | Christmas Eve Christmas Day New Year's Eve Day |

Christmas Eve and New Year's Eve shall be observed only if these two holidays fall on scheduled workdays for Association members.

Holidays that occur on weekdays (Monday through Friday) will be recognized on the day they occur. Holidays occurring on Sunday will be recognized on the following Monday. Holidays occurring on Saturday will be recognized the preceding Friday if school is not in session that day. If school is in session on the Friday preceding a Saturday holiday, the day may be taken individually at some other time by mutual agreement with the Superintendent of Schools.

2. VACATIONS

Vacations, with pay, shall be granted to full time unit members according to the following schedule of continuous service:

| | Monthly | 12-Month | 10-Month |
|---------------|---------|----------|----------|
| Up to 5 Years | 1.16 | 14 | 11.66 |
| 6-10 Years | 1.42 | 17 | 14.20 |

| | | | |
|---------------|------|----|-------|
| 11-15 Years | 1.83 | 22 | 18.30 |
| 16-20 Years | 1.92 | 23 | 19.20 |
| 21-25 Years | 2.00 | 24 | 20.00 |
| 26-30 Years | 2.08 | 25 | 20.80 |
| 31-35 Years | 2.17 | 26 | 21.70 |
| Over 35 Years | 2.25 | 27 | 22.50 |

Ten (10) month administrative assistants will accrue vacation time at the same rate as twelve (12) month administrative assistants from September through June, but will not accrue vacation time during the months of July and August. The full annual accrual will be made available for twelve (12) month administrative assistants on July 1 of each year and for ten (10) month administrative assistants on September 1 of each year. If a unit member terminates employment prior to the end of the school year, then the employee would owe the district for any paid vacation days that would not have been accrued by the termination date. This will be in addition to any unpaid dues the member owes the Association and any other monies owed the District.

Vacation requests during the school year must be scheduled and mutually agreed upon, in advance, with the member’s immediate supervisor and/or building Principal to ensure adequate coverage of critical office functions.

Members will be notified by March 1st of each year the remaining vacation accrual to that point in the year. Efforts should be made to use vacation days within the year they are accrued, but if this is not possible, then a maximum of ten (10) vacation days may be carried forward into the next school year. An employee may choose to cash out up to a maximum of five (5) of the ten (10) carryover days. Cash out requests must be received by July 31, and will be paid as part of the second payroll in August. Any accrued days in excess of ten (10) as of June 30th will be forfeited.

ARTICLE EIGHT
SICK LEAVE

1. SICK LEAVE CREDIT AND ACCRUAL

Full-time administrative assistants shall earn sick leave at the rate of fifteen (15) days per year to be awarded at the beginning of each fiscal year, cumulative to a maximum of two-hundred-twenty-five (225) days . Ten (10) month administrative assistants shall earn

sick leave at the rate of twelve (12) days per year to be awarded at the beginning of each fiscal year, cumulative to a maximum of one-hundred-ninety (190) days.

2. ANNUAL NOTICE

Each administrative assistant will receive annual notice of her accrued sick leave by October 1st of each year.

3. PHYSICIAN CERTIFICATE

In the event of repeated intermittent sick leave, a doctor's certificate will be supplied by the administrative assistant when requested by the Superintendent.

4. SICK LEAVE BANK

- A. One sick leave day per year shall be deducted from each employee's sick leave accumulation to assist any administrative assistant who has a long-term illness or condition that results in the exhaustion of accumulated sick leave. A sick leave day will only be deducted from each employee when the sick leave bank drops below four hundred (400) days.
- B. The maximum number of bank days granted to an individual will not exceed ninety (90) working days per year.
- C. An administrative assistant must be employed for one (1) year before he/she is eligible to apply to the sick bank. To activate this eligibility, the administrative assistant will donate two (2) days to the sick bank after one (1) year of employment. To be eligible to utilize the sick bank, a 10-month Administrative Assistant must have a personal accrual of at least twenty (20) sick days at the beginning of the pertinent school year and a 12-month Administrative Assistant must have a personal accrual of at least twenty-two (22) sick days at the beginning of the pertinent school year. Before an employee accesses the sick bank, an employee must exhaust her personal accrual of sick, personal, and vacation days.
- D. The sick leave bank will be administered by a sick leave bank committee consisting of three (3) Association members.

Individual petitions will be presented to the President and the Vice President of the Association.

If deemed an appropriate sick bank request as defined in Article 8, the President, Vice President or her designee shall present the individual's request to the Sick Bank Committee.

The petition before the Sick Bank Committee shall include the number of days requested, the reason for such request, and a medical certificate.

The Sick Bank Committee may require pertinent medical data to support the request.

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 NINE
INSURANCE

Administrative assistants will be granted the same insurance coverage (medical, life, etc.) afforded other Town employees. Matters involving employer provided health insurance are governed by the provisions of the existing Memorandum of Agreement between the Town of North Andover and the Public Employee Committee dated July 1, 2019 to June 30, 2022.

ARTICLE TEN
NO DISCRIMINATION

Employees covered by this 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 employees' 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 mutual aid or protection.

ARTICLE ELEVEN
RETIREMENT

Any member of the Unit on the maximum salary step at the age of fifty-five (55) years, and who has completed a minimum of twenty (20) years of service in the North Andover Public School System, shall be eligible for a salary adjustment during her final year of service in the amount of \$3,500.00.

This adjustment will be payable in one installment during said final year. To be eligible for said benefit, the Unit member must submit to the Superintendent of Schools, by June 30 of the year prior to the start of the final full year of employment (July 1 to June 30), his/her written notice of intent to retire. In the event that said employee subsequently withdraws his/her notice of intent to retire, the acceptance of such withdrawal shall be conditioned upon the return of any monies paid under this Section.

ARTICLE TWELVE
TEMPORARY LEAVES OF ABSENCE

1. MISCELLANEOUS ABSENCE

A. EMERGENCY/FAMILY ILLNESS

Up to six (6) days per year (from accumulated sick leave) can be used for a family illness or emergency with the approval of the Superintendent.

B. PERSONAL

An absence with pay of two (2) days during any school year may be allowed for personal reasons. One (1) additional day may be used for personal reasons during the period of this Agreement. If the one (1) day is not utilized during any school year, it may be carried over to the next school year. Advanced approval by the immediate supervisor will be required for all such absences. Employees will be allowed to carry over unused Personal Days as of June 30 each year into their accrued Sick Time.

In the event any administrative assistant requests a personal day on a school day immediately before or after any holiday or school vacation period, a reason must be provided in advance to the immediate supervisor. The immediate supervisor will make a decision for each request on an individual basis.

The Association agrees to mutually monitor the use of days for personal reasons with the Administration.

C. BEREAVEMENT

Up to five (5) days per death may be used and not charged to sick leave or any other leave in the event of death of a spouse, child, grandchild, parent, sibling, grandparent, parent-in-law, or any permanent member of the family household. Three (3) days per death may be used for the death of a brother-in-law or sister-in-law. One (1) day per death may be used for the death of any other relative or friend.

D. FAMILY MEDICAL LEAVE ACT

All employees of the N.A.E.S.A. shall be entitled to all benefits and privileges authorized and mandated by The Family Medical Leave Act of 1993.

2. MATERNITY LEAVE – GENERAL POLICIES AND RULES

A. As early as possible, any administrative assistant who intends to apply for maternity leave will notify the Superintendent and Building Principal.

B. The administrative assistant may continue to perform her duties for a period of time as agreed upon by the administrative assistant and her physician who shall provide a certificate stating that the administrative assistant is physically capable of performing her job.

C. Any administrative assistant may apply to the Committee for a maternity leave of absence at the time she notifies the Superintendent of her condition, such leave of absence to take effect at a date agreed upon by the administrative assistant and her physician. The agreed date may be reviewed for desired change when deemed necessary.

D. If an administrative assistant leaves before January 1st of any school year, her leave of absence, without pay, shall extend to the following July 1st. If an administrative assistant leaves after January 1st of any school year, her absence, without pay, shall extend to July 1st following her confinement or to the next succeeding July 1st.

E. The Committee, at its discretion, may curtail or terminate the maternity leave of absence in order to enable the administrative assistant to return to duty at a time which would best serve the educational interests of the School System.

F. Before returning to her duties, an administrative assistant who has been on a maternity leave of absence must be certified by her physician as ready and able to return to her full administrative assistant assignment.

G. It will be the duty of an administrative assistant to notify the Superintendent at once of any interrupted pregnancy for which a maternity leave of absence has been granted.

H. 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.

3. PERSONAL ILLNESS LEAVE OF ABSENCE

A. After five (5) years continuous employment in the North Andover Public School System, an administrative assistant may be granted a leave of absence, without pay and increments, for up to one (1) year for health reasons. Requests for such leave will be supported by appropriate medical evidence.

B. Any administrative assistant, whose personal illness extends beyond the period compensated, may be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness.

C. All benefits to which an administrative assistant was entitled at the time her leave of absence commenced, including unused accumulated sick leave, may be restored to her

upon her return, and she will be assigned to the position she held at the time said leave commenced if available.

D. All requests for extensions or renewals of leaves will be applied for in writing and all responses will be submitted in writing.

ARTICLE THIRTEEN **PROFESSIONAL DEVELOPMENT**

1. AMOUNT OF REIMBURSEMENT

Upon successful completion of an approved course for professional improvement, a Unit Member will be reimbursed at one half (1/2) the cost of the course(s).

2. APPROVED COURSE DEFINED

An approved course shall be defined as one that has been approved by the Superintendent in advance of registration.

3. SUCCESSFUL COMPLETION DEFINED

Successful completion shall be defined as a grade of B- or better, or if ungraded, a certificate of completion must be submitted to the Superintendent.

4. REASONABLE EXPENSE

The School Committee may pay the reasonable expense for fees, meals, lodging and transportation incurred by administrative assistants who attend workshops, seminars and conferences for the purpose of becoming familiar with new office practices and equipment such as word processors and computers at the request of and/or with the advance approval of the Superintendent.

5. WORKSHOPS/SEMINARS/CONFERENCES

If an administrative assistant 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 Thirteen Section 4. This provision shall not be construed to prohibit voluntary attendance at such workshops, seminars or conferences, providing the Superintendent approves such voluntary attendance.

6. PROFESSIONAL DEVELOPMENT

If the office is covered by an answering machine or another administrative assistant or administrative assistants in the case of a multi- administrative assistant office, Unit members will be able to attend technology professional development offerings if the course/workshop/offering is applicable to the work being performed.

ARTICLE FOURTEEN
GENERAL

1. CONFLICT OF LAW

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, State regulation, or State directive, then such provision, or application shall not be deemed valid and subsisting, and shall be made to comply with such change.

2. ADMINISTRATIVE ASSISTANT LISTS

The names and addresses and assignments of new administrative assistants may be obtained by the Association from the Superintendent's office. The names of administrative assistants who have left the system will be forwarded within thirty (30) days after leaving to the President of the Association.

3. NON-DISCRIMINATION

Unit members 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 an Association representative, and to engage in other Association concerted activities for the purpose of collective bargaining or other mutual aid or protection.

Unit members shall not be discriminated against because of race, color, religious creed, gender, national origin, ancestry, sexual orientation, pregnancy, veteran status, military service, age, marital status, genetic information, disability, or on any other basis protected by federal, state, or local law or bylaw. This policy governs all aspects of employment, including selection, job assignment, compensation, advancement, workforce reduction or transfer, leaves of absence, discipline, termination, and access to benefits and training.

4. NON-REPRISALS

There will be no reprisals of any kind taken against any administrative assistant by reason of her membership in the Association or participation in its activities.

5. TRANSPORTING OF STUDENTS

No administrative assistant shall be required to transport students in her car.

6. COMPLIANCE TO AGREEMENT

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 action as may be necessary in order to give full force and effect to the provisions of this Agreement.

7. SCHOOL BUILDING USE

The Association will have the right to use school buildings outside regular school hours if not in use and without cost at reasonable times as determined by the Superintendent of the Superintendent's designee.

8. SUBSTITUTES

Daily substitutes will be hired from a substitute list by the building administrator or designee for single administrative assistant schools. Daily substitutes may be hired for other administrative assistant positions with advanced approval of the Superintendent. The rate of pay will be based on the lowest step of the current N.A.E.A.A.A. Contract.

9. PREPARING AGREEMENT

The cost of preparing sufficient copies of this Contract for distribution will be shared equally by the Committee and the Association.

10. PROBATIONARY PERIOD

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 extensions 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 or without cause or advance notice.

All new and rehire employees work on a probationary basis for the first one hundred eighty (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 evaluate the employee's performance, the probationary period may be extended for a maximum of ninety (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.

11. UNION BUSINESS

The Unit Chairperson and officers will be allowed to conduct Union business during the day, with limitations, and with the Superintendents' or designee's approval.

12. TRAINING

Administrative Assistants shall receive proper training and ongoing assistance on current and new programs and systems required by the North Andover Public Schools.

13. SUBSTITUTES FOR PAYROLL

Substitutes shall be hired and trained to cover the Administrative Assistant's job on each payroll Friday to provide the necessary time for the Administrative Assistant to complete the required payroll documentation.

14. PAYROLL FRIDAY

No Administrative Assistant shall be required to come in on a vacation, personal day or holiday Friday to complete the payroll documentation.

15. PAYROLL PROGRAM

The School Department will encourage the Town to make the payroll system available for data entry by Wednesday at noon (12:00 PM) the week prior to checks being issued.

16. PERSONNEL FILE

An Administrative Assistant has the right to review and make copies of her/his individual personnel file, said file to be maintained in the Superintendent's or Human Resource Director's office. No material derogatory to an employee's conduct, service, character or personality shall be placed in her/his personnel file without the employee's knowledge. The employee shall acknowledge such material by signing the file copy understanding that the signature in no way indicates agreement with the contents thereof. The employee has the right to submit a written response to such material which shall be attached to the file copy.

17. KINDERGARTEN REGISTRATION

Administrative Assistants who work the evening Kindergarten Registration with the approval of the Assistant Superintendent for Finance and Operations shall be paid at the appropriate overtime rate (the employee's current hourly rate times 1.5) for the hours worked.

18. JUST CAUSE CLAUSE

No unit member shall be reprimanded, suspended, terminated, reduced in rank or compensation or otherwise disciplined without just cause.

Just cause shall not apply to the end-of-year employment renewal of a unit member in the first three years of her employment in the North Andover School District, and any unit member who is not to be renewed shall be notified no later than June 15.

THE SEVEN GUIDELINES OF JUST CAUSE

- A. Was the employee informed of management’s rules and expectations?
- B. Were management’s rules and expectations reasonable?
- C. Was adverse action necessary to maintain orderly, efficient procedures in the organization?
- D. Was the employee’s infraction investigated and were the procedures used fair?
- E. Has management administered its rules equitably?
- F. Was the employee given an opportunity to improve her conduct?
- G. Was the imposed penalty reasonable?

Association Representation

A unit member shall have the right to have an Association representative at any meeting with an administrator(s) related to investigations, discipline, or evaluations.

19. MUTUAL CONCERNS COMMITTEE MEETING

A meeting will convene monthly, between the Assistant Superintendent for Finance and Operations, Director of Human Resources and unit representatives to discuss issues and to resolve problems. There will be a mutual exchange of the agenda.

Human Resources reports will be generated and sent to the members of the Mutual Concerns Committee monthly. These reports will include the monthly Extra Hours report and any additional information requested.

ARTICLE FIFTEEN
GRIEVANCE PROCEDURE

1. DEFINITIONS

A. A “grievance” is a claim based upon an event or condition that affects the welfare and/or conditions of employment of an administrative assistant and/or the interpretation, meaning, or application of any of the provisions of this Agreement or any subsequent Agreement entered into pursuant to this Agreement.

B. An “aggrieved person” is the person or persons making the claim.

- C. A “party in interest” is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
- D. 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

The purpose of this procedure is to secure, at the lowest possible Administrative level, equitable solutions to the problems, which may, from time to time arise affecting the welfare, wages, hours or working conditions of administrative assistants. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

3. PROCEDURE

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, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. Decisions rendered at all levels of the grievance procedure will be in writing setting forth the decision and the reasons therefore and will be transmitted promptly to all parties in interest and the President of the Administrative Assistants’ Association. Decisions rendered at Level Four will be in accordance with the procedures set forth at that level.

All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

LEVEL I

An administrative assistant with a grievance shall present the grievance in writing to his/her immediate supervisor, either directly or through the Association’s School Representative, with the objective of resolving the matter informally. A written reply will be rendered to the aggrieved person within five (5) days of the meeting.

LEVEL II

A. If the aggrieved person is not satisfied with the disposition of her grievance at Level I, or if no decision has been rendered within five (5) days after the Level I meeting, she may (within five (5) days) file the grievance in writing with N.A.E.S.A. Grievance Committee.

- B. The Grievance Committee shall (within ten (10) days) meet with the aggrieved person for the purposes of discussion & resolution of the grievance.
- C. The Grievance Committee shall, within five (5) additional days, render a written reply to the aggrieved person and parties in interest.
- D. It shall be the duty of this Committee to represent a grievance to the Superintendent of Schools, if the aggrieved person is not satisfied with the disposition of her grievance.

LEVEL III

- A. If the aggrieved person is not satisfied with the disposition of her Grievance at Level II, or if no decision has been rendered within five (5) days after the Level II meeting, the Grievance Committee shall, (within five (5) days), file the grievance in writing with the Superintendent of Schools.
- B. The Superintendent shall (within ten (10) days) meet with the aggrieved person and/or parties in interest for the purposes of discussion and resolution of the grievance.
- C. The Superintendent shall, within five (5) additional days, render a written reply to the aggrieved person and parties in interest.

LEVEL IV

- A. If the grievance is not resolved, the Association may, within thirty (30) days after the decision is due at Level III, file a written request for Arbitration with the American Arbitration Association in which case the 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 the parties.
- C. The fees and expenses of the arbitrator and American Arbitration Association shall be borne equally by the Association and the School Committee.

4. RIGHTS OF ADMINISTRATIVE ASSISTANTS TO REPRESENTATION

- 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 party in interest may be represented at all stages of the grievance procedure by a person of her own choosing.

C. If a grievance affects a group or class of secretaries, the Association may submit such grievance, which will commence at Level II.

ARTICLE SIXTEEN **DUES DEDUCTION**

1. DUES DEDUCTION

Dues for the North Andover Educational Administrative Assistants' Association, the National Education Association, and Massachusetts Teachers' Association, where authorized individually and voluntarily by the administrative assistant, shall be deducted in installments and forwarded to the treasurer of the North Andover Administrative Assistants' Association once per month.

2. AUTHORIZATION

Administrative Assistant authorization statements shall be submitted in writing (in duplicate on forms* provided) to the North Andover Administrative Assistants' Association treasurer, who will transmit 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.

3. CHANGE IN DUES

The Committee shall be notified in writing at least thirty (30) days prior to the effective date of any change in membership rates, and new authorization statements must be filed by all involved.

*Refer to attachment B for authorization statement.

ARTICLE SEVENTEEN **EVALUATION**

1. The parties agree upon a new Evaluation process and instrument that will be attached as Appendix C. Beginning September 1, 2020 the revised evaluation instrument (evaluation form) will be used to assess members of the unit.

2. The primary purpose of evaluation shall be to help the unit member improve her performance. Evaluation of unit members shall occur on a yearly basis. All evaluations are to be reduced to writing. The unit member shall receive her written evaluation no later than April 15.

3. A unit member may respond to any part of her evaluation in which case it shall be attached to the file copy of the evaluation.

4. Given the nature of the work, observation of a unit member will be conducted on an ongoing basis throughout the year. All monitoring or observation of the unit member shall be conducted openly. The use of eavesdropping, closed-circuit television, public address or audio systems and/or similar surveillance devices shall be strictly prohibited.

5. The parties to the Agreement recognize that in the interest of better work performance, those with responsibility for evaluating unit members have a continuing responsibility to provide the unit member with suggestions for improvement [and identify any areas of concern] in order that the unit member be able to address areas of concern in her performance.

6. The parties agree that the Principal, Director or a designee shall evaluate and write the evaluation of the member of the bargaining unit. The evaluator will be determined before the start of the unit member's work year.

7. A unit member's evaluation resulting in "Needs Improvement" or an "Unsatisfactory" rating in any respect shall be followed by a personal conference between the unit member and her evaluator for purposes of explaining and clarifying the written evaluation report, and outlining any needs for improvement. The personal conference shall be held within five (5) school days after the unit member receives the evaluation report. The evaluator shall provide a progress report no sooner than twenty (20) school days after the personal conference.

8. The parties will meet annually in June to review the efficacy of the evaluation procedure, with each party selecting its representatives. If the parties determine there is a need for changes, they will negotiate the changes, and the parties shall ratify the changes which shall then become incorporated into the collective bargaining agreement.

ARTICLE EIGHTEEN
DURATION

This Agreement shall become effective as of July 1, 2020, and shall remain in full force and effect through June 30, 2023, 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 15th 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 15th of the calendar year preceding the year in which this Agreement expires.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this 1ST day of August in the year 2020.¹

North Andover Educational Administrative Assistants' Association

North Andover School Committee

[Handwritten signature] 11/12/20
[Handwritten signature] 11/22/20

[Handwritten signature] 11/16/2020

APPENDIX A

**NORTH ANDOVER EDUCATIONAL ADMINISTRATIVE ASSISTANTS'
SALARY SCHEDULE**

July 1, 2020-June 30, 2023

The following salary schedule applies to all employees.

Year 1: Replace existing salary schedule with the salary schedule included below.
(Equivalent to a 2% increase. Unit members will be placed on the same step as for
2019-2020 as a result of steps being renumbered.

Year 2: Increase all steps by 2% and move each employee to the next step.

Year 3: Increase all steps by 2% and move each employee to the next step.

Effective July 1, 2020

| STEP | 52 WEEK | 44 WEEK |
|------|-------------|-------------|
| 1 | \$42,747.42 | \$36,172.87 |
| 2 | \$44,627.81 | \$37,764.06 |
| 3 | \$46,021.66 | \$38,943.54 |
| 4 | \$47,415.51 | \$40,123.01 |
| 5 | \$47,967.57 | \$40,590.16 |
| 6 | \$48,519.63 | \$41,057.31 |
| 7 | \$49,611.32 | \$41,981.10 |
| 8 | \$50,603.56 | \$42,820.73 |
| 9 | \$51,791.28 | \$44,066.39 |
| 10 | \$53,291.28 | \$45,566.39 |

Effective July 1, 2021

| STEP | 52 WEEK | 44 WEEK |
|------|-------------|-------------|
| 1 | \$43,602.37 | \$36,896.33 |
| 2 | \$45,520.37 | \$38,519.34 |
| 3 | \$46,942.09 | \$39,722.41 |

| | | |
|----|-------------|-------------|
| 4 | \$48,363.82 | \$40,925.47 |
| 5 | \$48,926.92 | \$41,401.96 |
| 6 | \$49,490.02 | \$41,878.46 |
| 7 | \$50,603.55 | \$42,820.72 |
| 8 | \$51,615.63 | \$43,677.14 |
| 9 | \$52,827.11 | \$44,947.72 |
| 10 | \$54,357.11 | \$46,477.72 |

Effective July 1, 2022

| STEP | 52 WEEK | 44 WEEK |
|------|-------------|-------------|
| 1 | \$44,474.42 | \$37,634.25 |
| 2 | \$46,430.77 | \$39,289.73 |
| 3 | \$47,880.94 | \$40,516.86 |
| 4 | \$49,331.10 | \$41,743.98 |
| 5 | \$49,905.46 | \$42,230.00 |
| 6 | \$50,479.82 | \$42,716.03 |
| 7 | \$51,615.62 | \$43,677.14 |
| 8 | \$52,647.94 | \$44,550.69 |
| 9 | \$53,883.65 | \$45,846.67 |
| 10 | \$55,444.25 | \$47,407.27 |

Any proposed future stipends must be negotiated with the Association before being implemented. All new hires shall be placed on Step 1 of the Salary Schedule.

APPENDIX B
DUES AUTHORIZATION CARD

Name _____ School _____

I hereby request and authorize the North Andover School Committee to deduct from my earnings the amounts listed below for regular payment of membership dues as specified. I further understand that such deductions shall be made in twenty four (24) installments (double deductions in May and June for ten (10) month administrative assistants) and forwarded to the North Andover Administrative Assistants' Association Treasurer once per month.

The North Andover School Committee will discontinue such deductions for any current year if I notify the Committee in writing to do so no later than sixty (60) days prior to the close of the school year.

I hereby waive all rights and claims for said monies so deducted and transmitted in accordance with this authorization, and relieve the Committee and all of its officers from any liability therefore.

In the event of my resignation during the year, I hereby authorize the North Andover School Department to deduct the remainder of my North Andover Administrative Assistants' Association dues, which will be made payable to the Treasurer of the North Andover Administrative Assistants' Association.

North Andover Educational Administrative Assistants \$ _____

Massachusetts Teachers Association \$ _____

National Education Association \$ _____

Dated: _____ Signature _____

(To be made out in duplicate and submitted to the North Andover Administrative Assistants' Association Treasurer, who will transmit both copies to the Committee not later than ten (10) days prior to the close of the school year.)

APPENDIX C
EVALUATION FORM

Name: _____ **School/Location:** _____

Evaluator: _____ **Date of Evaluation:** _____

Instructions:

This form is intended to record the evaluator's assessment of the above-named individual's job performance during the school year shown. The purposes of evaluation are to recognize the individual's performance and to improve less than satisfactory performance.

This form is to be completed and signed by the evaluator and provided to the unit member no later than April 15. The unit member will have the opportunity to meet with the evaluator.

The evaluator will check the box that best reflects her judgment of the unit member's job performance through the school year in each area.

Any mark of *Needs Improvement* or *Unsatisfactory* REQUIRES a comment by the evaluator.

Standards:

Proficient: This rating is given to a unit member who demonstrates a thorough understanding of the standards, practices the standards continuously, and works independently without constant supervision. The unit member may be called on to collaborate with others on special projects or assignments.

Meets Expectation: This rating is given to a unit member who demonstrates an understanding of the standards, practices the standards continuously, and completes all assignments and tasks satisfactorily and timely.

Needs Improvement: This rating is given to a unit member who demonstrates an emerging understanding of the standards, demonstrates partial knowledge of the standard’s elements on a regular basis and/or demonstrates knowledge on an inconsistent basis, but still needs improvement.

Unsatisfactory: This rating may be given to a unit member that does not meet expectations in one (1) or more of the four (4) areas. A Performance Improvement Plan will be developed with the intent to improve the areas of deficiency. The Performance Improvement Plan will be developed in conjunction with the unit member, evaluator and a Union representative.

| PERFORMANCE AREA | LEVEL OF PERFORMANCE | | | |
|---|----------------------|--------------------|-------------------|----------------|
| ADMINISTRATIVE ASSISTANT AND CLERICAL DUTIES | Proficient | Meets Expectations | Needs Improvement | Unsatisfactory |
| <ul style="list-style-type: none"> Proficient with computer applications including word processing, database, spreadsheet, and email | | | | |
| <ul style="list-style-type: none"> Carry out routine office procedures with minimum of direction | | | | |
| <ul style="list-style-type: none"> Accurately prepare reports and correspondence in a timely and efficient manner | | | | |
| <ul style="list-style-type: none"> Familiar with office machines...fax, copier, printer, etc. | | | | |
| <ul style="list-style-type: none"> Good organizational skills | | | | |
| <ul style="list-style-type: none"> Ability to type | | | | |
| Comments: | | | | |

| | | | | |
|-----------------------|--|--|--|--|
| Overall Rating | | | | |
|-----------------------|--|--|--|--|

| PERFORMANCE AREA | LEVEL OF PERFORMANCE | | | |
|--|----------------------|--------------------|-------------------|----------------|
| RECORD KEEPING | Proficient | Meets Expectations | Needs Improvement | Unsatisfactory |
| <ul style="list-style-type: none"> Maintains accurate and neat records which are kept in an orderly and systematic manner | | | | |
| <ul style="list-style-type: none"> Able to quickly and easily locate materials upon request | | | | |
| <ul style="list-style-type: none"> Runs an office which is understood by others in the case of absence | | | | |
| <ul style="list-style-type: none"> Inventories and requisitions office supplies as needed | | | | |
| <ul style="list-style-type: none"> Accurately records and reports grades and absences | | | | |
| <ul style="list-style-type: none"> Maintains administrative computer with updated pupil information | | | | |
| Comments: | | | | |
| Overall Rating | | | | |

| PERFORMANCE AREA | LEVEL OF PERFORMANCE | | | |
|---|----------------------|--------------------|-------------------|----------------|
| INTERPERSONAL COMMUNICATION | Proficient | Meets Expectations | Needs Improvement | Unsatisfactory |
| <ul style="list-style-type: none"> Relates positively to parents, teachers, students and other employees and members of the community | | | | |
| <ul style="list-style-type: none"> Presents a positive, friendly and helpful image | | | | |
| <ul style="list-style-type: none"> Handles reception and direction of office/school visitors efficiently | | | | |
| <ul style="list-style-type: none"> Answers inquiries with poise and professionalism | | | | |
| <ul style="list-style-type: none"> Able to successfully resolve routine problems with staff, students and visitors skillfully and diplomatically | | | | |
| <ul style="list-style-type: none"> Able to maintain amicable relations with all | | | | |
| <ul style="list-style-type: none"> Keeps administrator and other appropriate parties informed in advance of meetings and activities | | | | |
| <p>Comments:</p> | | | | |
| <p>Overall Rating</p> | | | | |

| PERFORMANCE AREA | LEVEL OF PERFORMANCE | | | |
|--|----------------------|--------------------|-------------------|----------------|
| | Proficient | Meets Expectations | Needs Improvement | Unsatisfactory |
| SCHOOL CULTURE, TEAMWORK, AND COMMUNITY AWARENESS | | | | |
| • Demonstrates a commitment to cooperation and teamwork in dealings with staff | | | | |
| • Suggests and tries to improve work methods to increase effectiveness and solve office problems | | | | |
| • Accepts and performs new and additional assignments | | | | |
| • Is interested in professional and personal growth | | | | |
| • Is willing to attend training and professional meetings | | | | |
| • Accepts supervision and constructive criticism | | | | |
| • Has a dependable attendance record | | | | |
| • Has a welcoming and helpful demeanor when visitors enter and are in the building | | | | |
| Comments: | | | | |
| Overall Rating | | | | |

| PERFORMANCE AREA | LEVEL OF PERFORMANCE | | | |
|---|----------------------|--------------------|-------------------|----------------|
| | Proficient | Meets Expectations | Needs Improvement | Unsatisfactory |
| PERSONAL CHARACTERISTICS AND PROBLEM SOLVING | | | | |
| • Exhibits dependability | | | | |
| • Displays a positive attitude | | | | |
| • Demonstrates discretion and tact | | | | |
| • Is cooperative and enthusiastic | | | | |
| • Able to deal with problems logically | | | | |
| • Deals effectively with areas of decision making | | | | |
| • Demonstrates confidentiality and integrity on behalf of the school district | | | | |
| Comments: | | | | |
| Overall Rating | | | | |

| PERFORMANCE AREA | LEVEL OF PERFORMANCE | | | |
|--|----------------------|--------------------|-------------------|----------------|
| | Proficient | Meets Expectations | Needs Improvement | Unsatisfactory |
| COMMUNICATION SKILLS | | | | |
| • Written: Communicates clearly and concisely | | | | |
| • Written: Demonstrates the ability to read and interpret documents | | | | |
| • Written: Able to edit, rephrase, correct spelling and language efforts | | | | |
| • Written: Able to produce a professionally written document | | | | |
| • Oral: Possesses the ability to speak effectively and converse accurately with parents, students and staff | | | | |
| • Oral: Effectively handles telephone message | | | | |
| • Oral: Relays messages and information in a coherent and timely fashion | | | | |
| • Oral: Communicates in a professional and pleasant manner | | | | |
| • Oral: Appropriately handles walk-ins and routes calls to appropriate parties | | | | |

| | | | | |
|--|--|--|--|--|
| <ul style="list-style-type: none"> • Oral: Encourages open and honest communication between staff and resolves problems and miscommunication in work relationships | | | | |
| Comments: | | | | |
| Overall Rating | | | | |

APPENDIX C

SIGNATURE PAGE

Progress Toward Goals from Previous Year:

Additional comments by evaluator:

Unit member's comments:

Goals for Coming Year/Improvement Plan (If Necessary):

Unit Member signature _____ **Date** _____

Evaluator Signature _____ **Date** _____

Unit member's signature only indicates receipt and review of this evaluation. The original will be placed in the unit member's personnel file.

**APPENDIX D
GRIEVANCE FORM**

Name of Grievant (or Association officer if class action) _____

Nature of Grievance: _____

Date Grievance Occurred _____

Contract Article(s) violated, if any _____

LEVEL ONE

Supervisor's Name _____

Date Discussed: _____

Administrator's Response (include date) _____

Level Two

A. Letter sent to Grievance Chair on; _____ attach letter

B. Date of Grievance Committee Conference _____

C. Grievance Committee Response (include date) _____

Level Three

A. Letter sent to Superintendent on: _____ (attach letter)

B. Date of meeting with Superintendent: _____

C. Superintendent's response (include date): _____

Level Four

A. Submission to the Association for Arbitration on: _____

B. Specific contractual violations filed: _____

**APPENDIX E
JOB DESCRIPTIONS**

Positions:

- **School Department Accounts Payable Bookkeeper**
- **Athletic Department Administrative Assistant**
- **Early Childhood Center Administrative Assistant**
- **Elementary School Administrative Assistant**
- **Food Services Department Administrative Assistant**
- **Guidance Department Administrative Assistant**
- **High School Administrative Assistant (44 week)**
- **High School Administrative Assistant (52 week)**
- **High School Senior Administrative Assistant**
- **Middle School Administrative Assistant**
- **Human Resources/Payroll Administrative Assistant**
- **Special Education Department Procedural Administrative Assistant**
- **Administrative Assistant to the Executive Director of Special Ed**