

MEMORANDUM of AGREEMENT

**for a Successor Agreement to the
2020-23 Collective Bargaining Agreement between the
North Andover Educational Administrative Assistants' Association (NAEAAA)
and the North Andover School Committee (Committee)**

This Memorandum of Agreement is made by and between the School Committee of the Town of North Andover, Massachusetts (the "Committee") and the North Andover Educational Administrative Assistants' Association (the "Association")

Table of Contents

- [Item 1: Article 12 - Personal Days](#)
- [Item 2: Article 3.5 - Snow Days](#)
- [Item 3: Article 7 - Additional Absences](#)
- [Item 4: Article 4.3 - Job postings](#)
- [Item 5: Article 3 - Additional Duties](#)
- [Item 6: Article 3.2- Work Year](#)
- [Item 7: Article 3.4 - Lunch](#)
- [Item 8: 403\(b\) Match](#)
- [Item 9: Article 6.2 - Longevity](#)
- [Item 10: Article 8.3 - Sick Leave](#)
- [Item 11: Article 14.19 - Healthy Learning Environment](#)
- [Item 12: Article 14.20 - Secure Learning Environment](#)
- [Item 13: Article 12.1 - Family Leave](#)
- [Item 14: Article 12.2 - Parental Leave](#)
- [Item 15: Article 12.1.E and F. - Legal Days](#)
- [Item 16: Financial / Salary](#)
- [Item 17: Article 11 - Retirement](#)

Item 1. Amend Article 12 Personal Days as shown below:

An absence with pay of ~~two (2)~~ three (3) days during any school year may be allowed for personal reasons. ~~One (1) additional day may be used for purposes of religious observance, holiday observation, or self-improvement. During the period of this Agreement if~~ One (1) of these days is not utilized during any school year, it may be carried over to the next school year as a Personal Day. This would allow employees to begin the school year with a maximum of four (4) personal days ~~and one (1) religious/holiday/self-improvement day~~. Advanced approval by the immediate supervisor will be required for all such absences. Employees will be allowed to carry over any additional 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.

It will now read...

An absence with pay of three (3) days during any school year may be allowed for personal reasons. One (1) of these days, if not utilized during any school year, may be carried over to the next school year as a Personal Day. This would allow employees to begin the school year with a maximum of four (4) personal days. Advanced approval by the immediate supervisor will be required for all such absences. Employees will be allowed to carry over any additional 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.

Item 2. Amend Article 3.5 Snow Days as shown below:

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, but: ~~Said release to be determined by the Superintendent of Schools. Release time authorized by the Superintendent no more than thirty minutes after weather-related student dismissal time on the same day.~~ **On non-school work days, the Superintendent or Designee will determine if Administrative Assistants need to come into work on days when there is inclement weather and will also determine when they will be sent home if already at work. These decisions will be communicated to the Administrative Assistants in a timely manner.**

It will now read...

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, but no more than thirty minutes after weather-related student dismissal time on the same day. On non-school work days, the Superintendent or Designee will determine if Administrative Assistants need to come into work on days when there is inclement weather and will also determine when they will be sent home if already at work. These decisions will be communicated to the Administrative Assistants in a timely manner.

Item 3. Add "3" to Article 7 Additional Absences:

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

Item 4. Amend Article 4.3 and 4.4 Job Postings as shown below:

4.3

~~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 email 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.~~

Whenever a vacancy in an administrative assistant position occurs, it will be adequately publicized by the Superintendent by means of a notice placed on every school office bulletin board. Notice will also be provided by e-mail to all administrative assistants, as well as a separate communication to the President of the association, and the Chair/Co-Chairs of NAEAAA. 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.

4.4

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

They will now read...

4.3

A. Whenever a vacancy in an administrative assistant position occurs, it will be adequately publicized by the Superintendent by means of a notice placed on every school office bulletin board. Notice will also be provided by e-mail to all administrative assistants, as well as a separate communication to the President

of the association, and the Chair/Co-Chairs of NAEAAA. 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.

4.4

Whenever an unanticipated, short-term vacancy in any administrative assistant position occurs or an unanticipated emergency project requires timely completion, the President of the Association and the Chair/Co-Chairs of the Association will be notified. The District will contact current employees to determine their availability for, or interest in, such position.

Item 5. Add "7" to Article 3 Additional Duties:

Any additional duties beyond mutually-agreed upon job descriptions shall not be assigned without first consulting both the Association President and NAEAAA Chair/Co-Chairs to negotiate mutually-agreed upon compensation, duties, etc.

Item 6. Amend Article 3.2 Work Year as shown below:

Generally, the work year for school year administrative assistants shall will be ~~forty-four (44) continuous weeks. If the Administration requests that the school year administrative assistant work beyond forty-four (44) weeks:~~ **forty-four (44) consecutive weeks. The start date will be determined by the building principal or supervisor, and communicated to the administrative assistant no later than April 1st. Additional days beyond this will be at the request of the Principal or supervisor and approval of the unit member. If the Administration requests that the school year administrative assistant work beyond forty-four weeks, it will be done and not be subject to grievance.** All other administrative assistants will work fifty-two (52) weeks.

It will now read...

Generally, the work year for school year administrative assistants will be forty-four consecutive weeks. The start date will be determined by the building principal or supervisor, and communicated to the administrative assistant no later than April 1st. Additional days beyond this will be at the request of the Principal or supervisor and approval of the unit member. All other administrative assistants will work fifty-two (52) weeks.

Item 7. Amend Article 3.4 Lunch as shown below:

Administrators will ~~make a good-faith effort to ensure that provide the~~ Administrative Assistants receive a **paid fifteen minute break and a dedicated paid, duty-free thirty (30) minute lunch period** away from their desk.

It will now read...

Administrators will provide the Administrative Assistants a paid fifteen (15) minute break and a paid, duty-free thirty (30) minute lunch period away from their desk.

Item 8. Add 403B Match

The Committee agrees to provide a 403 (b) Plan to members of the bargaining unit. The committee shall match employee contributions to a qualifying 403 (b) plan designated by the employee up to \$250. A bargaining unit member wishing to participate in the program must notify the Superintendent in writing consistent with the present policy.

To the extent permitted by law, any participant in this plan may designate annually any amount to be contributed to his/her account in this plan by payroll deduction before taxes, said amount shall not exceed the amount established by federal law and/or IRS tax code. All employee contributions and the employer match up to the amount listed above shall be made in equal amounts using payroll deductions for each pay period.

Item 9. Amend Article 6.2 Longevity as shown below:

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

<u>Length Completed Years of Service</u>	<u>2022-2023</u>	<u>2023-2024</u>	<u>2024-2025</u>	<u>2025-2026</u>
Over 5, but less than 10 5-9 Years	\$1,300	\$1,410	\$1,465	\$1,525
Over 10, but less than 15 10-14 Years	\$1,600	\$2,085	\$2,170	\$2,255
Over 15, but less than 20 15-19 Years	\$1,650	\$2,345	\$2,440	\$2,540
Over 20, but less than 25 20-24 Years	\$1,725	\$2,605	\$2,710	\$2,820
Over 25 25-29 Years	\$1,850	\$2,865	\$2,980	\$3,100
Over 30 Years or more	\$2,000	\$2,970	\$3,090	\$3,215

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).~~

It will now read...

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

<u>Length of Service</u>	<u>2023-2024</u>	<u>2024-2025</u>	<u>2025-2026</u>
5-9 Years	\$1,410	\$1,465	\$1,525
10-14 Years	\$2,085	\$2,170	\$2,255
15-19 Years	\$2,345	\$2,440	\$2,540
20-24 Years	\$2,605	\$2,710	\$2,820
25-29 Years	\$2,865	\$2,980	\$3,100
30 Years or more	\$2,970	\$3,090	\$3,215

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.

Item 10. Amend Article 8.3 Sick Leave (Physician Certificate) as shown below:

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

In cases of illness/injury, the employee will provide the administration with certification of illness from an attending physician on the fifth (5) consecutive day of absence. In the event the illness extends beyond ten (10) consecutive school days, the employee will provide the administration with certification of illness as required by the form supplied by the District located on the NAPS website.

It will now read...

In cases of illness/injury, the employee will provide the administration with certification of illness from an attending physician on the fifth (5) consecutive day of absence. In the event the illness extends beyond ten (10) consecutive school days, the employee will provide the administration with certification of illness as required by the form supplied by the District located on the NAPS website.

Item 11. Add new section "19" to Article 14 Healthy Learning and Working Environment:

Via a mutually agreed upon qualified contractor, conduct an annual review of each building to detect and subsequently appropriately remediate potential health dangers, including but not limited to mold and asbestos. The contractor shall share all relevant information simultaneously jointly with the District administration and NATA president and Teaching Assistant chairperson(s) concerning any findings, reports, recommendations, progress and any other information from the contractor that is relevant to the identification and remediation of any identified health dangers. To ensure the safety of schools, administration shall ensure that any identified health dangers are remediated in a reasonable amount of time, and shall cooperatively work with the NATA leadership on the necessary steps.

Item 12. Add new section 20 to Article 14 Secure Learning Environment:

The North Andover School Committee is dedicated to its obligation to provide a safe and secure environment for students and staff. It welcomes input from the staff to ensure this obligation is met. Toward this end, the School Committee proposes the formation of a committee consisting of staff and administrators to continuously review safety and security in our buildings and to make recommendations as deemed necessary.

Item 13. Family Leave: Amend Article 12.1 A Emergency/Family Illness as shown below:

Up to ~~six (6)~~ **ten (10)** days per year (from accumulated sick leave) can be used for a family illness or emergency with the approval of the Superintendent. **Establish the definition of "family members" as the same used by the Massachusetts Paid Family and Medical leave Law, which is: spouse or domestic partner; children; parents; spouse or domestic partner's parents; grandchildren; grandparents; and siblings.**

It will now read...

Up to ten (10) days per year (from accumulated sick leave) can be used for a family illness or emergency with the approval of the Superintendent. Establish the definition of "family members" as the same used by the Massachusetts Paid Family and Medical leave Law, which is: spouse or domestic partner; children; parents; spouse or domestic partner's parents; grandchildren; grandparents; and siblings.

Item 14. Parental Leave: Amend Article 12.2 Parental Leave as shown below:

- A. **Establish a parental leave benefit of 12 consecutive weeks for both birth, and non-birth parents (for either newborn parents; adoptive parents; and foster parents) once per year. This 12 week leave shall be available to all new parents, and two (2) weeks shall be paid and not be deducted from sick leave. A member may use their accumulated sick time for the remaining ten (10) weeks. A parental leave under this proposal must be completed within one year of the birth or placement of a child and once the leave has begun it must be completed in consecutive days. As early as possible, any administrative assistant who intends to apply for parental maternity-leave will notify the Superintendent and Building Principal.**
- B. **The administrative assistant may continue to perform her their duties for a period of time as agreed upon by the administrative assistant and her their physician who shall provide a certificate stating that the administrative assistant is physically capable of performing their her-job duties.**
- C. **Any administrative assistant may apply to the Committee for a parental maternity leave of absence at the time they she notifyies the Superintendent of her their condition, such leave of absence to take effect at a date agreed upon by the administrative assistant and her their 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 their 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 their absence, without pay, shall extend to the July 1st following her their 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 their duties, an administrative assistant who has been on a maternity leave of absence must be certified by their physician as ready and able to return to their 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 parental** leave will be applicable to this Agreement.

It will now read...

- A. Establish a parental leave benefit of 12 consecutive weeks for both birth, and non-birth parents (for either newborn parents; adoptive parents; and foster parents) once per year. This 12 week leave shall be available to all new parents, and two (2) weeks shall be paid and not be deducted from sick leave. A member may use their accumulated sick time for the remaining ten (10) weeks. A parental leave under this proposal must be completed within one year of the birth or placement of a child and once the leave has begun it must be completed in consecutive days. As early as possible, any administrative assistant who intends to apply for parental leave will notify the Superintendent and Building Principal.
- B. The administrative assistant may continue to perform their duties for a period of time as agreed upon by the administrative assistant and their physician who shall provide a certificate stating that the administrative assistant is physically capable of performing their duties.
- C. Any administrative assistant may apply to the Committee for a parental leave of absence at the time they notify the Superintendent of their condition, such leave of absence to take effect at a date agreed upon by the administrative assistant and their 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, their leave of absence, without pay, shall extend to the following July 1st. If an administrative assistant leaves after January 1st of any school year, their absence, without pay, shall extend to the July 1st following their confinement or to the next succeeding July 1st.
- E. The parties to this Agreement agree that all State statutes and decisions of all Federal and State Courts concerning parental leave will be applicable to this Agreement.

Item 15. Add Article 12.1 E and F Legal Days as shown below:

12.1.E. Absence with pay may be allowed for transactions involving a legal matter that cannot be accomplished outside of normal school hours. Advanced approval by the Superintendent will be required for such absence. Administrative Assistants requesting said day shall submit their notification in writing on the form found on the District Human Resources webpage.

12.1.F. Administrative Assistants shall be granted leave for the purpose of jury duty and shall be compensated in accordance with General Laws Chapter 234 and Chapter 234A. Documentation from the court must be submitted.

Item 16: Salary Schedule - Replace existing salary schedule with salary schedule shown below:

Now includes paid 30-minute lunch and paid 15 minute break:

52 Weeks					
Step	Current	2023-2024	2024-2025	2025-2026	
1	\$44,474.42	\$47,651.16	\$48,842.44	\$50,063.50	
2	\$46,430.77	\$49,080.70	\$50,307.72	\$51,565.41	
3	\$47,880.94	\$50,553.12	\$51,816.95	\$53,112.37	
4	\$49,331.10	\$52,069.71	\$53,371.46	\$54,705.74	
5	\$49,905.46	\$53,631.81	\$54,972.60	\$56,346.92	
6	\$50,479.82	\$55,240.76	\$56,621.78	\$58,037.32	
7	\$51,615.62	\$56,897.98	\$58,320.43	\$59,778.44	
8	\$52,647.94	\$58,604.92	\$60,070.04	\$61,571.80	
9	\$53,883.65	\$60,363.07	\$61,872.15	\$63,418.95	
10	\$55,444.25	\$62,173.96	\$63,728.31	\$65,321.52	
44 Weeks					
Step	Current	2023-2024	2024-2025	2025-2026	
1	\$37,634.25	\$40,322.41	\$41,330.47	\$42,363.73	
2	\$39,289.73	\$41,532.08	\$42,570.39	\$43,634.64	
3	\$40,516.86	\$42,778.05	\$43,847.50	\$44,943.68	
4	\$41,743.98	\$44,061.39	\$45,162.92	\$46,291.99	
5	\$42,230.00	\$45,383.23	\$46,517.81	\$47,680.75	
6	\$42,716.03	\$46,744.73	\$47,913.34	\$49,111.18	
7	\$43,677.14	\$48,147.07	\$49,350.74	\$50,584.51	
8	\$44,550.69	\$49,591.48	\$50,831.27	\$52,102.05	
9	\$45,846.67	\$51,079.22	\$52,356.20	\$53,665.11	
10	\$47,407.27	\$52,611.60	\$53,926.89	\$55,275.06	

Item 17: Amend Article 11 - Retirement Payout as shown below:

A unit member who has attained the age of fifty-five (55) years or more and has a minimum of fifteen (15) years of service, upon retirement will receive a lump sum payment of ~~\$4,500~~ **\$5,000** in the unit member's last paycheck. A unit member who has attained the age of fifty-five (55) years or more and has a minimum of twenty (20) years of service, upon retirement will receive a lump sum payment of ~~\$5,500~~ **\$6,000** in the unit

member's last paycheck. If the unit member announces their retirement prior to August 15th of her last year of service, then the unit member can choose to receive the benefit as an equivalent increase to the unit member's hourly rate for the year instead of as a lump sum payment.

The benefit will not be paid in the event that the notice of retirement is withdrawn, and any monies paid under this article must be returned by the end of the fiscal year (June 30), or by the end of the calendar year if withdrawn after March 1.

It will now read...

A unit member who has attained the age of fifty-five (55) years or more and has a minimum of fifteen (15) years of service, upon retirement will receive a lump sum payment of \$5,000 in the unit member's last paycheck. A unit member who has attained the age of fifty-five (55) years or more and has a minimum of twenty (20) years of service, upon retirement will receive a lump sum payment of \$6,000 in the unit member's last paycheck. If the unit member announces their retirement prior to August 15th of her last year of service, then the unit member can choose to receive the benefit as an equivalent increase to the unit member's hourly rate for the year instead of as a lump sum payment.

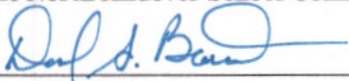
The benefit will not be paid in the event that the notice of retirement is withdrawn, and any monies paid under this article must be returned by the end of the fiscal year (June 30), or by the end of the calendar year if withdrawn after March 1.

In addition:

Both sides agree that items 8, 10, and 14 will match the terms of the North Andover Teachers' Association 2023-2026 contract, once it has been settled, specific to the amount of the 403 (b) match amount (Item #8); the physician certificate requirements (Item #10); and the number of paid weeks not coming from accumulated sick leave for parental leave (Item #14).

IN WITNESS of the Memorandum of Agreement having been duly ratified, the parties hereunto set their hands and seals.

For the North Andover School Committee:

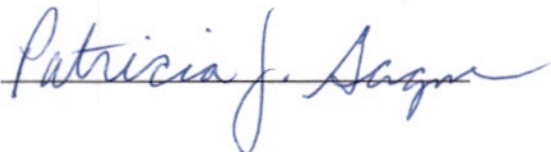


DATE: 9/15/2023

For the North Andover Educational Administrative Assistant's Association:



DATE: _____



DATE: 8/24/23