

AGREEMENT

between the

NORTH ANDOVER SCHOOL COMMITTEE

and the

NORTH ANDOVER EDUCATIONAL SECRETARIES' ASSOCIATION

2005 - 2008

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**AGREEMENT BETWEEN  
NORTH ANDOVER SCHOOL COMMITTEE  
AND  
NORTH ANDOVER EDUCATIONAL SECRETARIES' 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 Secretaries' 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 Secretaries' Association recognizes its responsibilities to educate and communicate to each member of the Association the responsibility of each member to use his/her professional competence and experience in the most effective manner possible in order to provide quality education and secretarial services in the North Andover Public Schools.

The North Andover School Committee recognizes the Educational Secretaries' 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.

**ARTICLE TWO**

**RECOGNITION**

Agreement between the North Andover School Committee and the Secretaries' Unit of the North Andover Teacher's 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 sometimes referred to as the "Committee" and the North Andover Educational Secretaries' Association, hereinafter sometimes 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 here by recognized 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.

**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 workweek, from July 1<sup>st</sup> until the complete week prior to the opening of school.

**B. HALF TIME**

Three and one-half (3 ½) hours per day, seventeen (17) 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*, three and one quarter (3 ¼) hours per day, Monday through Friday, shall constitute the work week, from July 1<sup>st</sup> until the complete week prior to the opening of school.

**2. WORK YEAR**

Generally, the work year for school-year secretaries shall be forty-two (42) continuous weeks. If the Administration requests that the school year secretary work beyond 42 weeks, it will be done and not be subject to grievance. All other secretaries 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 Superintendent of Schools. Compensation for such extra work may be given in the form of compensatory time off under the direction of the Superintendent and the Administration. Compensation may also be in the form of additional wages. Time beyond the normal work week up to thirty-seven and one-half (37 ½) hours will be paid at straight time. Time beyond thirty-seven and one-half (37 ½) hours in any week will be paid at time and one-half. The secretary may choose either of these two methods of compensation.

**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.

**5. SNOW DAYS**

When school is closed for a “snow day”, secretaries will be expected to report for work unless otherwise directed by the Superintendent of Schools. In so reporting for work, the present practice of allowing a “grace period” until 10:30 a.m. shall continue.

If an individual cannot report by 10:30 a.m. or chooses not to report because of personal circumstances, then one of the following options would be available:

1. If available, a personal day may be used
2. A vacation day may be applied to the absence
3. An unpaid day

If school is closed and secretaries are expected to report to work, no secretary will be expected to report to work until the driveways and walkways have been properly cleared and sanded.

If a storm erupts during the workday and progresses in intensity, secretaries 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 secretaries within currently defined summer months provided critical functions and periods of operation are adequately covered as determined between the school department secretary and the immediate supervisor. All requests and approvals must be made in writing.

**ARTICLE FOUR**

**TRANSFERS AND VACANCIES**

**1. CRITERIA**

When transfers are necessary, a secretary’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 secretary so requests, the secretary shall meet to discuss the transfer with the Superintendent.

**3. VACANCY NOTICE - LONG TERM**

- a. Whenever a vacancy in a secretarial 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 and the Central Office at least ten (10) days prior to the filling of said position. Every vacancy will be posted of 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 mailed to the President of the Association. The President shall, in turn, forward the notice to all ten (10) month secretaries.

**4. VACANCY NOTICE - SHORT TERM**

Whenever an unanticipated, short-term vacancy in any secretarial position occurs during the school year (September to 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 secretaries already employed in the system. The Superintendent will also consider the specific qualifications and timing requirements of the short-term vacancy.
- b. No 12-month secretary will be given a 10-month assignment, and no 10-month secretary will be given a 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 a secretary in the North Andover Public School System. For each secretary, the effective date of seniority shall be the date the secretary was hired into the unit. Those secretaries 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 work force, experience, seniority and an examination relative to job skills will be given by the Superintendent's Office as in the past and shall determine order of layoff.

**3. RECALL**

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

**4. SENIORITY LISTS**

The committee shall prepare, maintain and, if requested, provide the Association by October 31, lists of the bargaining unit employees according to their employment dates.

**5. SENIORITY APPLICATION**

For the purpose of longevity payments, 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 2/1/77 and took a six-month leave, the revised anniversary date for figuring longevity payments, vacation allowances, and salary increments would be 8/1/77. The commencement date of employment would still be considered 2/1/77 as covered in Section 1 above.

**ARTICLE SIX**

**REMUNERATION**

**1. WAGES**

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

**2. LONGEVITY**

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

| <b><u>Length of Service</u></b> | <b><u>05 - 06</u></b> | <b><u>06 – 07</u></b> | <b><u>07 – 08</u></b> |
|---------------------------------|-----------------------|-----------------------|-----------------------|
| Over 5, but less than 10 years  | \$ 1,193              | \$1,223               | \$1,254               |
| Over 10, but less than 15 years | \$ 1,470              | \$1,507               | \$1,544               |
| Over 15, but less than 20 years | \$ 1,527              | \$1,565               | \$1,605               |
| Over 20, but less than 25 years | \$ 1,586              | \$1,625               | \$1,666               |
| Over 25 years                   | \$ 1,700              | \$1,743               | \$1,787               |
| Over 30 years                   | \$ 1,816              | \$1,862               | \$1,908               |

Longevity will be paid in total on the first pay day in October.

**Additional Provision:** Over 20 years of service and age 60 or more, 12 month employees will receive an additional \$1,000 per year (for no more than 3 years). Ten month employees will receive an additional \$833 per year (for no more than 3 years). An employee will become eligible for longevity increments on the anniversary date of employment. The amount will be pro-rated (5/6) for those working ten-month positions. The employee, after achieving eligibility, may elect to take payment in one lump sum or in two half payments.

**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 secretaries shall be paid bi-weekly, based upon an hourly/weekly rate of pay. Ten-month secretaries may elect to have their projected annual salary extended to twenty-six (26) installments.

**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<br>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  | Veterans' Day<br>Thanksgiving Day<br>Day after Thanksgiving                          |
| December  | Christmas Eve (One-half Day)*<br>Christmas Day<br>New Year's Eve Day (One half Day)* |

\*Christmas Eve (December 24) and New Year's Eve (December 31) - All secretaries will work from 8:00 to noon. Christmas Eve and New Years Eve shall be observed only if these two holidays fall on scheduled workdays for bargaining unit 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

- A. Vacations, with pay, shall be granted to full-time employees according to the following schedule of continuous service:

| Years of Service | Monthly Accrual Rate | 12 Mo. Secretaries | 10 Mo. Secretaries |
|------------------|----------------------|--------------------|--------------------|
|                  | All Secretaries      | Annual Accrual     | Annual Accrual     |
| Up to 5 years    | 1.08                 | 13                 | 10.83              |
| 5 to 10 years    | 1.33                 | 16                 | 13.33              |
| 10 to 15 years   | 1.75                 | 21                 | 17.50              |
| 15 to 20 years   | 1.83                 | 22                 | 18.33              |
| Over 20 years    | 1.92                 | 23                 | 19.17              |
| Over 25 years    | 2.00                 | 24                 | 20.00              |
| Over 30 years    | 2.08                 | 25                 | 20.83              |
| Over 35 years    | 2.17                 | 26                 | 21.67              |

Effective July 1, 2006 (the 2006-2007 school year) vacations, with pay shall be granted to full-time employees according to the following schedule of continuous service:

| Years of Service | Monthly Accrual Rate | 12 Mo. Secretaries | 10 Mo. Secretaries |
|------------------|----------------------|--------------------|--------------------|
|                  | All Secretaries      | Annual Accrual     | Annual Accrual     |
| Up to 5 years    | 1.16                 | 14                 | 11.66              |
| 5 to 10 years    | 1.42                 | 17                 | 14.20              |
| 10 to 15 years   | 1.83                 | 22                 | 18.30              |
| 15 to 20 years   | 1.92                 | 23                 | 19.20              |
| Over 20 years    | 2.00                 | 24                 | 20.00              |
| Over 25 years    | 2.08                 | 25                 | 20.80              |
| Over 30 years    | 2.17                 | 26                 | 21.70              |
| Over 35 years    | 2.25                 | 27                 | 22.50              |

1. Ten month secretaries will accrue vacation time at the same rate as 12 month secretaries from September through June, but will not accrue vacation time during the months of July and August.
2. A secretary may accumulate up to two weeks of vacation, which can be carried forward into subsequent years. The secretary shall notify the Principal or Supervisor that such action is planned and obtain approval.
3. Anniversary date of employment shall be used as the eligibility date.

- B.** Vacation pay will be made available prior to vacation to those who wish to elect this option. Written application must be made to the Superintendent's office to exercise this option. The following restrictions apply:
1. Vacation pay will be issued on a regular payday closest to the start of vacation.
  2. Written application must be received at least ten (10) days prior to this regular payday.
- C.** Vacation periods shall be selected in April of each year. In the event more than one employee selects the same vacation period, the most senior employee shall be given preference.
- D.** Vacation requests during the school year must be scheduled and mutually agreed upon, in advance, with the member's immediate supervisor to insure adequate coverage of critical office functions.

## **ARTICLE EIGHT**

### **SICK LEAVE**

1. **SICK LEAVE CREDIT AND ACCRUAL**

Full-time secretaries shall earn sick leave at the rate of one and one-quarter days for each full month of service, cumulative to a maximum of 180 days. Ten-month secretaries shall earn sick leave at the same rate, cumulative to 145 days. The intent is that 12-month employees earn 15 days per year and 10-month employees earn 12 days per year.

2. **ANNUAL NOTICE**

Each secretary may receive annual notice of his/her accrued sick leave upon request.

3. **PHYSICIAN CERTIFICATE**

In the event of repeated intermittent sick leave, a doctor's certificate will be supplied by the secretary 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 secretary who has a long-term illness or condition that results in the exhaustion of accumulated sick leave.
- b. The maximum number of bank days granted to an individual will not exceed fifty (50) working days per school year.
- c. A secretary must be employed for one (1) year before he/she is eligible to apply to the sick bank. To activate this eligibility, the secretary will donate two (2) days to the sick bank after one (1) year of employment.

- d. The sick leave bank will be administered by a sick leave bank committee consisting of three Association members.

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

If deemed an appropriate sick bank request as defined in Article 8, the President, Vice-President or his/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 reasons 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**

Secretaries will be granted the same insurance coverage (medical, life, etc.) afforded other Town employees.

The following co-pay changes will take effect to HMO Blue (or any other health maintenance organization) 60 days subsequent to ratification of these provisions by all other municipal and school bargaining units.

- Doctor office visit co-payments will increase from \$5.00 per visit to \$10.00 per visit;
- Emergency room co-payments will increase from \$25.00 to \$50.00 per use;
- A three-tier prescription drug program will take effect: \$10.00 - \$20.00 - \$35.00 depending upon the prescribed drug.

Effective July 1, 2006 the employee contribution to the HMO Blue (or any other health maintenance organization) will increase as follows:

- Family coverage will increase to 14% (currently 13%)
- Individual coverage will increase to 12% (currently 10%)

Effective July 1, 2007 the employee contribution to the HMO Blue (or any other health maintenance organization) will increase as follows:

- Family coverage will increase to 15% (currently 14%)
- Individual coverage will increase to 14% (currently 12%)

**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, but who has not attained the age of sixty (60) 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 his/her final year of service in the amount of:

|             |            |
|-------------|------------|
| 2005 - 2006 | \$3,214.30 |
| 2006 – 2007 | \$3,294.66 |
| 2007 – 2008 | \$3,377.02 |

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, at least one year in advance, 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**

Sick leave may be used up to a total of five (5) days with the approval of the Superintendent.

**B. FAMILY ILLNESS**

One day per year of accumulated sick leave may be used for the illness of a family member.

**C. PERSONAL**

An absence with pay of two 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.

In the event any secretary 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 reason with the Administration.

**D. BEREAVEMENT**

Up to five (5) days may be used in the event of death of a spouse, children, mother, father, sister, brother, grandmother, grandfather, mother-in-law, and father-in-law, or any permanent member of the family household. Three days may be used for the death of a brother-in-law or sister-in-law. One day may be used for the death of any other relative or friend.

**E. 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 and Medical Leave Act of 1993.

**2. MATERNITY LEAVE – GENERAL POLICIES AND RULES**

- A. As early as possible, any secretary who intends to apply for maternity leave will notify the Superintendent and Principal.
- B. The secretary may continue to perform her duties for a period of time as agreed upon by the secretary and her physician who shall provide a certificate stating that the secretary is physically capable of performing her job.
- C. Any secretary 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 secretary and her physician. The agreed date may be reviewed for desired change when deemed necessary.
- D. If a secretary leaves before January 1<sup>st</sup> of any school year, her leave of absence, without pay, shall extend to the following July 1<sup>st</sup>. If a secretary leaves after January 1<sup>st</sup> of any school year, her absence, without pay, shall extend to the July 1<sup>st</sup> following her confinement or to the next succeeding July 1<sup>st</sup>.

- E. The Committee, at its discretion, may curtail or terminate the maternity leave of absence in order to enable the secretary to return to duty at a time which would best serve the educational interests of the school system.
- F. Before returning to her duties, a secretary who has been on a maternity leave of absence must be certified by her physician as ready and able to return to her full secretarial assignment.
- G. It will be the duty of a secretary 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 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, a secretary may be granted a leave of absence, without pay and increments, for up to one (1) year for health reasons. Request for such leave will be supported by appropriate medical evidence.
- B. Any secretary, 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 a secretary was entitled at the time her leave of absence commence, 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**

**REIMBURSEMENT FOR PROFESSIONAL IMPROVEMENT**

**1. AMOUNT OF REIMBURSEMENT**

Upon successful completion of an approved course for professional improvement, a unit member will be reimbursed at one half 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 secretaries 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 a secretary is required per administrative order, to attend a workshop, seminar or conference which occurs during a regular work day, the employee shall be paid his/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 workshop, seminar or conference, providing the Superintendent approves such voluntary attendance.

**6. PROFESSIONAL DEVELOPMENT**

If the office is covered by an answering machine or another secretary or secretaries in the case of a multi-secretary 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. SECRETARY LISTS**

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

**3. NON-DISCRIMINATION**

No secretary shall be discriminated against because of race, creed, color, religion, nationality, age, sex, or marital status.

**4. NON-REPRISALS**

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

**5. TRANSPORTING OF STUDENTS**

No secretary 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 Secretarial Unit 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 Director, Management Support Services.

**8. SUBSTITUTES**

Daily substitutes will be hired from a substitute list by the building administrator or designee for single-secretary schools. Daily substitutes may be hired for other secretarial position with advanced approval of the Superintendent. The rate of pay will be based on the lowest step of the current NAESA 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 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 90 calendar days as long as both parties agree.

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

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

**ARTICLE 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 a secretary 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**

- A. 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 secretaries. 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 Secretaries 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**

A secretary 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 his/her grievance at Level I, or if no decision has been rendered within five (5) days after the Level I meeting, he/she may (within 5 days) file the grievance in writing with NAESA Grievance Committee.
- B. The Grievance Committee shall (within 10 days) meet with the aggrieved person for the purposes of discussion and resolution of the grievance.
- C. The Grievance Committee shall, within 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 his/her grievance.

**LEVEL III**

- A. If the aggrieved person is not satisfied with the disposition of his/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 5 days), file the grievance in writing with the Superintendent of Schools.
- B. The Superintendent shall (within 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 5 additional days, shall 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 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 SECRETARIES 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 Secretaries' Association and Massachusetts Teachers' Association, where authorized individually and voluntarily by the secretary, shall be deducted in installments and forwarded to the Treasurer of the North Andover Secretaries' Association once per month.

**2. AUTHORIZATIONS**

Secretary authorization statements shall be submitted in writing (in duplicate on forms\* provided) to the North Andover Secretaries' 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**

**DURATION**

This Agreement shall become effective as of July 1, 2005, and shall remain in full force and effect though June 30, 2008, and shall continue in force from year to year thereafter unless and until either party gives the other party written notice on or before October 15<sup>th</sup> of the calendar year preceding the year in which this Agreement expires of its desire to terminate or modify same. If said notice is provided, negotiations for a successor Agreement shall commence promptly after October 15<sup>th</sup> of the calendar year preceding the year in which this Agreement expires.

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

North Andover Educational Secretaries' Assoc.

North Andover School Committee

\_\_\_\_\_

\_\_\_\_\_

**APPENDIX A**

**NORTH ANDOVER EDUCATIONAL SECRETARIES' SALARY SCHEDULE  
July 1, 2005 - June 30, 2008**

| <b>Step</b> | <b>2005-2006</b> | <b>2006-2007</b> | <b>2007-2008</b> |
|-------------|------------------|------------------|------------------|
| <b>1</b>    | 26,387.2<br>3    | 27,046.9<br>1    | 27,723.0<br>8    |
| <b>2</b>    | 28,346.1<br>5    | 29,054.8<br>0    | 29,781.1<br>7    |
| <b>3</b>    | 29,597.1<br>4    | 30,337.0<br>7    | 31,095.5<br>0    |
| <b>4</b>    | 30,641.7<br>5    | 31,407.7<br>9    | 32,192.9<br>9    |
| <b>5</b>    | 31,973.4<br>4    | 32,772.7<br>8    | 33,592.1<br>0    |
| <b>6</b>    | 33,381.2<br>4    | 34,215.7<br>7    | 35,071.1<br>7    |
| <b>7</b>    | 34,883.4<br>0    | 35,755.4<br>9    | 36,649.3<br>7    |
| <b>8</b>    | -----            | -----            | 38,298.5<br>9    |

**SALARY STEPS:**

Three steps (4.5% each) are to be added to the Educational Secretaries' contract starting July 2005. A step will be added every other year, up to and including the year 2009 - 2010, at which point there will be 9 steps. The process of adding a step every other year requires a crossover provision into the next contract.

**Full time bookkeepers will receive an annual differential of \$1,000.00.**

**The Special Education procedural secretary will receive an annual differential of \$1,000.00 and an annual travel allowance of \$350.00.**

**The Lead or Head High School Secretary will receive an annual differential of \$2,000.00.**

**SALARY INCREASES:**

2005-  
2006      2.50%  
2006-      2.50%



North Andover Education Secretaries' Association

July 1, 2005 – June 30, 2008

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