

**Memorandum of Agreement
between the
Barnstable Teachers Association
Administrative Assistant Unit
and the
Barnstable School Committee**

This agreement is between the Barnstable Teachers Association, Administrative Assistant Unit (Association) and the Barnstable School Committee (Committee). This Agreement is subject to ratification by both parties.

All changes are effective July 1, 2021, unless otherwise stated. Changes effective prior to ratification will be implemented retroactive to July 1, 2021

- I. Article 25: Duration: Except where otherwise provided, the provisions of this Agreement will be effective July 1, ~~2017~~ 2021, and will continue and remain in full force and effect through June 30, ~~2020~~ 2024, and shall be automatically renewed from year to year unless by October 1, ~~2019~~ 2023, either party notifies the other in writing of its desire to terminate this Agreement.

On cover: Effective July 1, ~~2017~~ 2021

Financial

- I. Modify Appendix A and B as follows: add one day of pay to each formula for the Juneteenth holiday.
- II. Include Juneteenth in Article 10 for both Classification I and Classification II.

Add: June 19th shall be a recognized paid holiday. If June 19th is a Saturday, it will be observed Juneteenth on the preceding Friday. If June 19th is a Sunday, it will be observed Juneteenth on the following Monday.

- III. Modify Appendix C:

Hourly Rates:

Effective July 1, 2021: increase all rates by \$2 per hour

Effective July 1, 2022: increase all rates by \$2 per hour

Effective July 1, 2023: increase all rates by \$2 per hour

Payroll and Accounts Payable Stipends:

Effective July 1, 2021: increase by 2%

Effective July 1, 2022: increase by 2.75%

Effective July 1, 2023: increase by 3%

Appendix C: An \$800 stipend is to be paid to an Administrative Assistant serving in any building in which the principal is shared between two or more buildings on a regular basis, or at a building without a full-time associate principal, assistant principal, or vice principal. Members shall not be required to assume any duties of a building principal. The amount is to be paid with vacation pay.

Appendix C: Create a new category for payroll/accounts payable stipend at \$6,000 for buildings with 1000+ students. This category will be effective July 1, 2022 and subject to the percentage (3%) increase effective July 1, 2023.

The stipends for Administrative Assistants who have responsibility for processing payroll or accounts payable information ~~as set forth in a 2007 memorandum of understanding between the parties~~ are as follows in the following ~~(3)~~ (4) categories: for administrative assistants in buildings with less than 600 students, ~~601-999 or more~~ students, 1,000 or more students, and the preschool.

- IV. Article 12, F: An employee with at least 10 years of service in Barnstable upon retirement, or an employee's estate upon the death of the employee, in accordance with the rules of any recognized retirement system, will be paid \$35 per day for any unused sick leave up to a maximum of \$7,700 for Classification I, \$5,250 for Classification II and \$2,975 for Classification III employees. The employee is required to provide proof of retirement to Human Resources prior to payment under this section.
- V. Article 16, add K: Any employee with five or more years of service in Barnstable who has no absences during a marking term will be entitled to a \$100 per marking term attendance incentive (for a total of up to \$400 for the year). Each payment will be paid within 15 school days of the end of the marking term. Neither an approved professional development day nor a day of jury duty for which an employee is summoned will constitute an absence for purpose of the attendance incentive plan.

Working Conditions

- VI. Article 12, E: strike the cap on the sick bank.
- VII. Article 17, add to C: Any Administrative Assistant who is asked/assigned by administration to run an in-house Professional Development Training will be paid for no less than 3 hours of preparation time, to prepare outside of their contractual workday, at their hourly rate.

When the district institutes new software platforms and new procedures, both online and in person, Administrative Assistants will be allotted time during their contractual work day

for training from internal and/or external providers, before the new platforms and procedures become an expectation of the job role.

Add D: The Professional Development Board will work to create a mentorship program to begin no later than July 1, 2023 for members new to their position and appropriate PD for all members. Member mentors shall be assigned from a volunteer pool and shall be compensated at no less than their hourly rate

- VIII. Article 19, D: All employees will receive yearly evaluations in accordance with the procedures established by the School Committee. A Joint Labor-Management Committee will meet no less than 5 times, beginning in ~~January 2024~~ October 2022 to revise evaluation documents to better align with new job descriptions. If adjustments to the job descriptions need to be made, those can also ~~These will be~~ presented with the evaluation documents to the parties for consideration by ~~May 1, 2024~~ March, 2023 for use in the ~~2024-23-202224~~ school year.
- IX. Strike Article, 13 F: and replace with: An employee required to serve on jury duty upon application and presentation of an affidavit, shall be paid the difference between their regular pay and the jury duty pay received.
- X. Article 16, J: A member will be required to work into the month of July immediately after the conclusion of the school year, if necessary, to complete their contractual hours.
- XI. Article 8, B: Administration in its discretion may give new employees credit for past full-time service as an Administrative Assistant in a school setting within the five (5) years preceding their appointment. ~~Such credit may be for up to five years.~~
- XII. Article 4 Agency Fee and Dues Deduction
Delete Section A
Add: In accordance with M.G.L Ch. 66 § 10B, the Employer shall provide a list of all bargaining unit members to the Association by November 15th and May 15th of each year. The list shall include each unit member's name, job title/assignment, work site location, home address, work telephone number, home and personal cellular telephone number, work email address and personal email address. The Employer shall not disclose to third parties the date of birth, home address, personal email address, home telephone number, or cellular telephone number of any employee, or member of the employee's family, as well as bargaining units and groupings of employees and emails or other communications between employee organizations and their members as the information is not a "public record" and are prohibited from disclosure.
- In accordance with M.G.L. Ch 150E Section 5A. The Employer shall provide the Association access to members of the bargaining unit. This shall include, but not be limited to, the right to meet with newly hired employees, without the charge to pay or leave time of the employees, for a minimum of thirty (30) minutes, not later than ten (10)

calendar days after the date of hire, during new employee orientations or, if the employer does not conduct a new employee orientation, at individual group meetings scheduled by the Association. The Employer shall notify the Association by email of hiring decisions no later than ten (10) calendar days after the date a prospective employee accepts an offer of employment, and shall provide the Association, in spreadsheet form, the new employee's contact information with includes the employee's name, job title/assignment, worksite location, home address, work telephone numbers, home and personal cellular telephone numbers, date of hire, work email address and personal email address.

- XIII. Article 7, B. During the summer recess the School Committee agrees to notify a union representative by ~~certified mail~~ email or written correspondence ten (10) business days prior to filling any vacancy.
- XIV. Include all language from the one-year MOA ratified December 2020 by the BTA and January 2021 by the School Committee. And update Personal Day/Temporary Leave Form accordingly.
- XV. Article 17, C: strike the 2017 example in parenthesis.
- XVI. Revise moments in the contract that refer to unit members as Administrative Assistants to reflect that they are members of the Administrative Assistant Unit as presented by the School Committee during negotiations.

The Association and the Committee hereto duly execute this Agreement by respective signatures of their authorized representatives, contingent upon ratification by both parties, on this the _____ day of _____, 2022.

For the Committee

For the Association

Mike Judge, Chairperson

Brooke Styche, BTA President