

**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, 2020 unless otherwise stated. Changes effective prior to ratification shall be implemented retroactive to July 1, 2020.

I. Modify the term of the contract as follows

- A one-year term
 - July 1, 2020 through June 30, 2021

II. Modify Article 1 (Recognition) as follows:

- The Committee recognizes the Association for the purposes of collective bargaining as the exclusive representative of a unit consisting of all twelve- month, ten- month and hourly Administrative Assistants, Supervisory Administrative Assistants, High School Systems Administrator(s), English Language Learner (ELL) Parent Liaisons and Technology Facilitator(s) ~~personnel~~ of the Barnstable Public Schools, formerly known as Supervisory Secretaries, Secretaries, set forth in Article IX.

Excluded from this unit are all Maintenance, Chapter I, Administration, Food Service, and all other employees who are not required to pay union dues or an agency fee as outlined in Article IV.

III. Modify Article 3 (Grievance Procedure) as follows:

- Article 3 Level Four (Arbitration)

In the event that the grievance shall not have been satisfactorily resolved at Level Three, or in the event that no decision has been rendered within ten (10) school days after the Level Three meeting, the Association may refer in writing within ten (10) school days of the disposition under Level Three, the unsettled grievance to arbitration, provided, however, that only grievances that involve the interpretation, meaning or application of this Agreement shall be subject to arbitration. The Arbitrator shall be selected

by ~~agreement between the parties. If the parties are unable to agree upon an arbitrator within ten (10) school days of the receipt by the School Committee of the Association's intention to proceed to arbitration, the selection shall be made by~~ the American Arbitration Association, in accordance with its rules and regulations. The fees and expenses of the Arbitrator shall be shared equally by the parties.

IV. Modify Article 12

- A. Classification I: Paid sick leave at the rate of 1 ¼ days per month accumulates up to two hundred ~~ten~~ **twenty** (220) days.
- Classification II: Paid sick leave at the rate of 1 ¼ days per month accumulates up to one hundred ~~thirty-five~~ **fifty** (150) days.

V. Delete Article 12 (D)

- ~~D. No later than November 1, a report of the status of all employees' sick leave will be received from the central office.~~

VI. Modify Article 12(E) as follows:

- The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of four (4) members with equal representation. The Sick Leave Bank Committee shall determine the eligibility for the use of the Bank and the amount of leave to be granted. If there is a tie vote the decision will be **against for** the applicant.

When the number of days in the Sick Leave Bank reaches sixty (60), all employees covered by this Agreement will be assessed an additional day which will be deducted from their annual sick leave. **If assessment is necessary, employees will not be assessed until their 25th month of employment.** Effective July 1, 2009, if an administrative assistant has reached the maximum accumulation of sick leave in accordance with Section A of this article, the days to which the administrative assistant would be entitled which are not credited to the administrative assistant's sick leave account because of being over such maximum shall be credited to the Sick Leave Bank. Starting July 1, 2009, if administrative assistants have unused accumulated sick days when they leave the school district's employment, those unused sick days shall be transferred to the administrative assistants' Sick Leave Bank. The Sick Leave Bank for administrative assistants will have a cap of 500 sick days.

A calendar of Sick Bank Committee meetings will be published by September 15 each year.

VII. Modify Article 13(A) as follows:

- ~~1. All employees in Classifications I, II and III shall be allowed a period of no more than five (5) consecutive business days' absence without loss of pay or sick leave each time there is a death in the family of said employee. Family is defined to include children, parents, stepparents, siblings, stepsiblings, spouse, parent-in-law, grandparent, or anyone residing in the employee's household.~~

~~2. All employees in Classifications I, II and III shall be allowed to use up to three (3) consecutive business days' absence to be deducted from the employee's sick leave in the event of a death not covered in paragraph 1 above.~~

All employees shall be allowed a period of no more than five (5) consecutive business days' leave without loss of pay or sick leave for purposes of bereavement. At the discretion of the Superintendent or his/her designee, an employee will be allowed additional leave for the purposes of bereavement.

VIII. Add New Paragraph (I) to Article 13 as follows:

- An employee who is pregnant may use available paid sick leave for a period not to exceed the period or periods of the employee's incapacity or twelve weeks, whichever is longer. As used in this paragraph, "incapacity" means inability to work due to pregnancy or childbirth, treatment therefore, or recovery therefrom. It is understood by the parties that sick leave is included in the outside limit of leaves provided in this section.

IX. Modify Article 15 as follows:

- Employees who report to work at their regular starting time when they have not been notified not to do so and for whom work is unavailable, shall be provided with three hours pay in lieu thereof at their regular rate of pay unless the failure to provide work is due to an Act of God, power failure, work stoppage, or other, beyond the control of the Employer.

Classification I employees will not be required to report to work when school is closed due to inclement weather, but may be required to perform

~~essential work remotely if deemed necessary by the administrative assistant's supervisor and if power and/or internet are available, unless the administrative assistant's supervisor contacts him/her and deems it essential. The district will provide transportation when necessary, though the transportation will not be provided by another BTA member.~~

~~Employees will be alerted by phone call in instances of weather cancellations and delays. The notification will be made by no later than 6:00am. Employees will report to work with the same prorated schedule as students with delayed weather openings and leave work after parent pick-up and all buses have left during early release due to weather.~~

X. Modify Article 16 as follows:

- B. The normal workweek shall consist of five(5) days of eight(8) hours each, including two paid 15- minute breaks, ~~but including~~ and a 30-minute paid, on call lunch period. ~~Employees who are required to be on call during their 30 minute lunch period shall be paid for such time.~~
- C. **For Classification I Administrative Assistants**, the School Committee will endeavor to maintain a normal workweek during the summer months of no less than 40 hours.
- H. **Classification II** Administrative Assistants will work during July and August for a maximum of 80 hours in a schedule mutually- agreed upon by April 1 by the Administrative Assistant and the building principal. ~~The parties agree that centralized registration will require posting registration-specific summer Administrative Assistant positions that will be posted internally and compensated at current rates.~~
- J. In the case of an involuntary move of the employee workspace, the district shall provide the employee with all necessary resources (i.e. boxes, tape) and an appropriate amount of contractual time, as determined by the principal, to pack/unpack. The employee will not be responsible for physically moving materials from one's workspace to the new assignment within the building or district.

XI. Modify Article 19(D) as follows:

- 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 2021 to revise evaluation documents to better align with new

job descriptions. These will be presented to the parties for consideration by May 1, 2021 for use in the 2021-2022 school year.

XII. Modify Article 23 to Article add \$400 to all longevity amounts:

• Years of Service in Barnstable		
After 10 years	\$885	<u>\$1,285</u>
After 15 years	\$960	<u>\$1,360</u>
After 20 years	\$1160	<u>\$1,560</u>
After 25 years	\$1260	<u>\$1,660</u>
After 30 years	\$1535	<u>\$1,935</u>

XII. Modify Article 24 as follows:

- ~~• B. Administration and Association members will form a committee to revise the job descriptions for the various roles within the Administrative Assistant Unit. The committee's initial meeting will be not more than three (3) weeks after ratification of this agreement and will meet up to every other week in order to make recommendations to Association members for ratification by May 1, 2018, such that implementation of job descriptions will be in year two (2) of this agreement.~~

~~C. Administration and Association members will form a committee to review the evaluation documents and procedures for the various roles within the Administrative Association Unit and after no fewer than five (5) meetings by May 1, 2019, make non-binding recommendations to the parties for consideration during the next negotiation period or sooner.~~

XIII. Modify Appendix A as follows:

- ~~• Classification II School Year Administrative Assistants~~
 - 180 school days
 - 1 in- service day, during the school year, ~~effective 2018-19~~
 - 5 days before school
 - 5 days after school
 - 13 holidays
 - 204- x number of hours per day, ~~effective 2018-19~~
 - Vacation to be added at year- end.

~~Classification I Supervisory Administrative Assistants - High School/ 12 Month Administrative Assistants~~

~~260 days (includes holidays and vacations)~~

~~Intermediate School Supervisory Administrative Assistants 247 days (includes holidays) 17 Appendix B Payment Formula Employees may choose to be paid in~~

XIV. Modify Appendix B as follows:

- Employees may choose to be paid in 26 equal payments consisting of annual salary plus vacation time or one of the following:

~~10 Month Administrative Assistant Classification II
204 days times 8 hours per day = 1632 hours 203 days, 204 effective 2018-19, times 8 hours per day = 1624 Hours, 1632 Hours, effective 2018-19
1624 hours times hourly pay = Annual Salary
1632 hours times hourly pay = Annual Salary, effective 2018-19
Divided by 21 pays = Bi- Weekly Pay
The 22nd pay is Vacation pay according to what they have earned.~~

~~Supervisory Administrative Assistant – Intermediate School
247 days times 8 hours per day = 1976 Hours
1976 hours times hourly pay = Annual Salary
Divided by 26 pays = Bi- Weekly Pay
Vacation days are taken on an individual basis~~

~~Classification I – Supervisory Administrative Assistant – High School/ 12 Month Administrative Assistant
260 days times 8 hours per day = 2080 Hours
2080 hours times hourly pay = Annual Salary
Divided by 26 pays = Bi- Weekly Pay
Vacation days are taken on an individual basis~~

If an adjustment needs to be made to an employee's pay due to an accounting error, the employee will be given at least 30 days' notice before the adjustment is implemented.

XV. Modify Appendix C as follows:

- Remove:

~~Change in working conditions: In consideration of the bargaining unit members' Joint Labor Management Committee that is set to revise job descriptions to impact working conditions, on the 91st day of 2019-20 school year, the Administrative Assistant Salary Scale in Appendix C shall~~

~~receive a 2% base pay and stipend increase. 12-month Administrative Assistants will receive a 2% base pay and stipend increase on January 1, 2020.~~

- Provide for 1% COLA across the salary schedule for 2020-2021
- Revise salary schedule to include all job titles within the unit:

Administrative Assistant				
Step 1				
Step 2				
...				
Supervisory Administrative Assistant, <u>High School Systems Administrator</u> , <u>ELL Parent Liaison</u> , <u>Technology Facilitator</u>				
Step 1				
Step 2				
...				

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 _____, 2021.

For the Committee

For the Association

Mike Judge, Chairperson

Brooke Styche, President