

COLLECTIVE BARGAINING AGREEMENT

between

THE BELMONT SCHOOL COMMITTEE

and

**THE BELMONT PUBLIC SCHOOLS SECRETARIES
ASSOCIATION**

July 1, 2007 – June 30, 2010

Pursuant to the provisions of Chapter 150E of the General Laws of Massachusetts, this Contract is made and entered into this 1st day of July, 2007, by the BELMONT SCHOOL Committee (hereinafter sometimes referred to as the "Committee") and the BELMONT PUBLIC SCHOOLS SECRETARIES ASSOCIATION, (hereinafter sometimes referred to as the "Association").

ARTICLE 1
SCOPE

For the purposes of collective bargaining with respect to wages, hours, other conditions of employment, the negotiation of collective bargaining, and any questions arising hereunder, the Committee recognizes the Association as the exclusive bargaining agent and representative of the 52 week, 46 week, 44 week, and 42 week permanent secretarial staff, full and/or part-time, employed by the Belmont Public Schools.

ARTICLE 2
RIGHTS AND RESPONSIBILITIES

1. Both parties recognize that under the laws of the Commonwealth of Massachusetts the School Committee has the exclusive right, responsibility and final authority for establishing the policies for the control, direction and management of the Belmont Public Schools; it is the responsibility of the Superintendent to implement and administer these policies and the employees to work to the best of their ability to carry them out.

2. It is agreed that the only limitation placed upon the School Committee in its right, responsibility and authority to establish policies is in reference to those which concern wages, hours and conditions of employment and have been bargained for and are included herein.

3. Both parties agree that it is their responsibility to abide by the terms of this agreement for its duration.

4. It shall be unlawful for any employee to engage in, induce or encourage any strike, work stoppage, slowdown or the withholding of services by such employee.

5. **Reduction in Force**

a. In the event the School Committee determines to abolish secretarial positions or to reduce the number of employees in the secretaries' unit, layoff will be in the reverse order of seniority within the secretarial divisions, subject to qualifications and skills. The School

Committee and its agents shall be the sole judge of qualifications, so long as such determination is not unreasonable.

b. For the purposes of this Article, divisions are the secretarial classifications stipulated in Appendix A, Secretarial Classification Schedule, and are enumerated as follows:

- (1) Classification I (52 week positions)
- (2) Classification II (52 week positions)
- Classification III (46 week (220 days) positions)
(44 week (210 days) positions)
- Classification IIIa (42 week (200 days) positions)
(Where secretary is not needed during February and April vacation).
- (3) A division of secretarial positions whose salaries are reviewed on a yearly basis:
Payroll Clerk

c. For purposes of the agreement:

(1) Total continuous time as a regular employee in a position covered by this Agreement or in the bargaining unit in months and days shall be used to compute an employee's length of service (seniority) as a secretary. An employee will acquire seniority after completing the probationary period and his/her seniority shall then date from the beginning of employment. (In case of a situation where two or more members of the bargaining unit are appointed on the same date, and there is need for reduction in force within the division, they shall draw lots to establish their relative seniority status).

(2) The length of service of an employee shall be broken and no prior periods of employment with the School Committee shall be counted if such employee: voluntarily resigns his employment, or is discharged by the School Committee.

(3) The length of service of an employee shall not be broken, but no seniority shall accrue, if an employee who has been discharged only for reasons of RIF is re-employed in a position covered by this Agreement within a period of 18 months immediately following the end of the recall period.

d. Secretaries who are to be affected by a reduction in force shall be notified thirty (30) calendar days prior to the date on which the reduction is to be effective, or payment will be made in lieu thereof.

e. Secretaries who are on layoff shall, for twelve (12) months after the effective date of layoff, be provided an opportunity according to seniority status to apply for any secretarial positions that become available during this period.

f. Appointment to such vacancies shall be based on merit and specific qualifications for each vacancy as determined by the administrator involved and the Superintendent for Curriculum and Instruction. Such determination shall not be subject to arbitration.

g. An employee shall have the right to refuse re-employment for a longer or shorter work year without jeopardizing his/her layoff status.

6. No employee shall be disciplined or reduced in rank or compensation without just cause; provided however, any case involving or resulting in termination of employment shall not be subject to arbitration either under the just cause provision of this Article or under any other provision of this Agreement. The decision to terminate and the procedures followed may be grieved only through Step Four.

7. **Personnel Records**

a. There shall be only one official file for each secretary and this shall be maintained in the office of the Superintendent.

b. No material derogatory to a secretary's conduct, service character, or personality shall be placed in the file unless the secretary has had an opportunity to read the material. The secretary shall acknowledge the material by signing a statement indicating that he/she has read the contents but is not necessarily in agreement with them. The secretary will also have the right to respond in writing to the material and to have the response placed in the file.

c. No material of anonymous authorship will be placed in the secretary's file.

d. Upon written request the employee shall be given access to the contents of his/her file or, upon written authorization of the employee, a representative of the Association may review the contents while in the presence of the Superintendent or his designee. This access or review shall not include review of confidential material solicited by the school system from other employers or personal references.

e. Upon receipt of a written request, the secretary shall be furnished a reproduction of any material in his/her file, with the exception of confidential material solicited by the school system from other employers or personal references.

8. **Information**

The Committee shall provide the Association with notification on a monthly basis of changes in the bargaining unit including resignations, retirement, new hires, transfers and promotions. Such notification shall include all pertinent data as follows: name, address, type of personnel action, effective date, current job title, grade and rate of pay, new job title, grade and rate of pay.

ARTICLE 3
DURATION

1. Contract shall become effective as of July 1, 2007, and shall continue in effect to and including June 30, 2010, and shall thereafter automatically renew itself for successive terms of one year each unless by October 15th next prior to expiration of the contract period involved either the Committee or the Association shall have given the other written notice of its desire to amend or terminate this Contract. Such notice shall include all proposals to be considered for negotiation.

2. In the event of an emergency so declared by the School Committee the Contract may be reopened at any time for the purpose of negotiating aspects of this Contract affected by such an emergency.

3. Any amendments of this Contract agreed to by both parties will be reduced to writing, signed by both parties and become new appendices which shall replace those previously in effect. They shall thereupon become a part of this Contract.

4. The Association and the Committee agree that each has had the right to bargain for any provisions that they wished in this Contract and each expressly waives the right to reopen the Contract for any further demands or proposals, except for the purpose of paragraph 2, above. Each party agrees that this Contract constitutes a complete agreement on all matters and that if other proposals have been made and considered, they have been withdrawn in consideration of this agreement.

ARTICLE 4
GRIEVANCES

1. The purpose of the procedure set forth hereinafter is to produce prompt and equitable solutions to those problems which from time to time may arise and affect the conditions of employment of the employee covered by this contract.

2. For the purpose of the procedure set forth hereinafter, the following definition shall pertain.

Grievance: A grievance is defined as an alleged violation, misinterpretation, or inequitable application of existing policies or the provisions of the Contract in reference to wages, hours and other conditions of employment.

3. The following GRIEVANCE PROCEDURES shall be in effect:

Step One: The employee with a grievance shall present the matter to the administrator or supervisor to whom he or she is responsible within ten (10) work days from the occurrence of the event upon which the grievance is presented. The administrator or supervisor will respond to the grievance within five (5) work days of the presented case.

Step Two: If there is no satisfactory resolution of the grievance at Step 1, the grievance shall be presented in writing by the employee to the officers of the Belmont Public Schools Secretaries Association within ten (10) work days after such administrator or supervisor has rendered a decision.

Step Three: If at the end of ten (10) work days next following such presentation the grievance shall not have been disposed of to the employee's satisfaction, the grievance shall forthwith be presented in writing by the employee and the President of the Belmont Public School Secretaries Association to the Assistant Superintendent for Curriculum and Instruction or his or her designee who shall, within ten (10) work days thereafter, meet with the employee and the immediate supervisor if involved, and the said President in an effort to settle the grievance. If for any reason the Assistant Superintendent for Curriculum and Instruction or his or her designee is unavailable, the Superintendent of Schools shall meet with the said group.

Step Four: If at the end of twenty (20) work days next following such presentation to the Assistant Superintendent for Curriculum and Instruction or his or her designee or to the

Superintendent if the Assistant Superintendent is unavailable, the grievance shall not have been disposed of to the employee's satisfaction, the employee may, within five (5) work days thereafter, notify the Association President in writing of the employee's desire to have the grievance presented to the School Committee; and within five (5) work days thereafter, notify the Association President in writing of the employee's desire to have the grievance presented to the School Committee; and, within five (5) work days following receipt of such notice, the Officers of the Association shall meet with the employee to decide whether or not the Association shall present the grievance to the School Committee. If the Officers of the Association shall so vote, the grievance shall within five (5) work days be presented in writing in the name of the Association and the employee to the School Committee through the Superintendent.

Within five (5) work days after receiving the written grievance, the Superintendent, or Assistant Superintendent for Curriculum and Instruction or his or her designee via the Superintendent, shall prepare a written statement for submission to the School Committee, including the grievance, any supporting facts known to him, and his recommendation concerning possible disposition of the matter. A copy of the Superintendent's or Assistant Superintendent for Curriculum and Instruction or his or her designee's written statement shall be sent to the aggrieved employee within the same five (5) day period. At its next regularly scheduled meeting, the School Committee shall meet with the Officers of the Association, the employee, and other personnel involved whom it chooses to have in attendance in an effort to settle the grievance to the mutual satisfaction of all.

Step Five: If within twenty-five (25) work days next following the presentation of the grievance at the meeting of the School Committee, the grievance shall not have been disposed of to the mutual satisfaction of all parties concerned, and if the grievance shall involve the interpretation or application of any provision of this Contract, the Association may by giving written notice to the School Committee within five (5) work days next following conclusion of such period of twenty-five (25) work days present the grievance for arbitration, which shall be final and binding on both parties. Said arbitration shall be conducted under the Voluntary Labor Arbitration Rules of the American Arbitration Association and the total expenses of such arbitration shall be paid in equal shares by the School Committee and the Association at the prevailing rates of said American Arbitration Association.

4. Nothing stated herein shall preclude an employee from presenting a grievance without the representation of the Association. Dispositions of such grievances shall be in accordance with provisions set forth in Steps One through Five, exclusive of Step Two, under Procedures. If

the Association so desires it shall be permitted to be heard at each step of the procedure under which such grievance is being considered.

5. In order to assure the prompt disposition of any grievance which may arise, it is agreed that the time intervals set forth in the various steps above are of importance, and any grievance being considered under such procedure shall be deemed to have been waived if the action required to be taken to present it to the next higher authority has not been taken within the time specified.

6. The arbitrator shall not have the right to add to, detract from or in any way alter the provisions of this agreement. Furthermore, the arbitration award shall be one such as permitted by law and the regulations and policies of the Commonwealth of Massachusetts applicable to the School Committee, the employee and the Association.

ARTICLE 5 **SALARY**

1. The salary schedule for the secretarial staff is contained in Appendix A.
2. Employees eligible for paid overtime shall receive payment therefore at the rate of straight time for the first five (5) hours per week overtime, and time and one-half for all overtime worked in addition thereto.
3. An employee promoted to a higher classification will be placed on the step at the hourly rate immediately above that paid in the previous classification except that in no event shall such a change result in an increase of less than \$10 per week.

ARTICLE 6 **LONGEVITY**

(All Secretarial Classifications presently receiving longevity, and hired before July 1, 1998, are grandfathered)

1. Upon completion of the required consecutive, full years of employment, only 52 week employees whose anniversary date of employment falls on or between January 1st and June 30th in any year covered by this contract shall receive on June 30th a payment of one-half the appropriate longevity payment appearing in the schedule set forth below and a further payment of one-half on the following December 31st. All Secretarial Classifications presently receiving longevity, and hired before July 1, 1998, are grandfathered.
2. Upon completion of the required consecutive, full years of employment, only 52 week employees whose anniversary date of employment falls on or between July 1st and December

31st in any year covered by this Contract shall receive on December 31st a payment of one-half the appropriate longevity payment appearing in said schedule and a further payment of one-half on June 30th of the succeeding year.

3. Schedule

- | | |
|--|-------------------|
| a. From 5 through 9 years of service | \$700.00 Per Year |
| b. From 10 through 14 years of service | \$800.00 Per Year |
| c. From 15 through 19 years of service | \$875.00 Per Year |
| d. 20 years of more of service | \$950.00 Per Year |

4. Upon termination/retirement, qualified employees will receive their longevity entitlement due pro-rated in the final pay check.

ARTICLE 7
VACATION TIME

(All Secretarial Classifications, hired before July 1, 1998 are grandfathered)

(All Secretarial Classifications presently receiving longevity, and hired before July 1, 1998 are grandfathered)

1. Upon completion of the required consecutive, full years of employment, only 52 week employees whose anniversary date of employment falls on or between January 1st and June 30th in any year covered by this contract shall receive on June 30th a payment of one-half the appropriate longevity payment appearing in the schedule set forth below and a further payment of one-half on the following December 31st. All Secretarial Classifications presently receiving longevity, and hired before July 1, 1998, are grandfathered.

2. Only 52 week secretarial employees with service of 1 through 4 consecutive years of service completed within the calendar year will have paid vacation leave of 2 weeks.

3. Only 52 week secretarial employees with service of 5 consecutive years of service completed within the calendar year will have paid vacation leave of 3 weeks.

4. Only 52 week secretarial employees with service of 10 consecutive years of service completed within the calendar year will have paid vacation leave of 4 weeks.

5. Only 52 week secretarial employees with service of 15 consecutive years of service completed within the calendar year will have paid vacation leave of 4 weeks and 1 day.

6. Only 52 week secretarial employees with service of 20 consecutive years of service completed within the calendar year will have paid vacation leave of 4 weeks and 2 days.

7. Only 52 week secretarial employees with service of more than 25 years of service completed within the calendar year will have paid vacation leave of 5 weeks.

8. All such paid vacation leave earned and due on an employee's anniversary date of employment which falls between September 1st and December 31st that is not granted within that calendar year shall be added to the employee's paid vacation leave the following year.

9. An employee leaving during the year is entitled to accumulated vacation time.

10. If a holiday falls within an employee's vacation period, he/she will be entitled to equal time off at a time approved by her supervisor.

11. There shall be no benefits under this article during the first six (6) months' employment. Upon completion of this period of employment, benefits shall accrue retroactively.

12. Employees may be permitted to take up to five days of their vacation time during the school year when school is scheduled to be in session with the approval of the immediate supervisor and the Assistant Superintendent for Curriculum and Instruction or his or her designee.

13. Employees will be permitted to accrue unused vacation days to a maximum of no more than 50 days. Any existing secretarial employee with an accrued amount in excess of 50 days as of June 30, 2003 will be frozen at her/his amount as of July 1, 2003. Any employee who reaches the maximum cap of 50 days or is frozen at an accrued amount in excess of 50 days, shall be entitled to be paid for a portion of unused vacation days from their annual allocation at the end of each fiscal year. The amount to be paid (the "buyout") shall be up to a maximum of five days pay.

ARTICLE 8 **SICK LEAVE**

1. As of July 1st of each year, the 52-week staff shall be credited with 15 days sick leave to be added to any such leave accumulated in previous years to a total of 227.

2. As of September 1st of each year, each member of the 44-week staff shall be credited with 12 days sick leave to be added to any such leave accumulated in previous years to a total of 242. (44-week staff, hired before July 1, 1998, are grandfathered).

3. As of September 1st of each year, each member of the 46-week staff shall be credited with 13 days sick leave to be added to any such leave accumulated in previous years to a total of 251. (46-week staff, hired before July 1, 1998 are grandfathered).

4. Sick leave benefits shall be granted under this article when the employee is physically incapable of meeting his/her responsibilities due to illness or injury.

5. There shall be no benefits under this article during the first three (3) months' employment. Upon completion of this period of employment, benefits shall accrue retroactively.

6. A medical certificate stating the nature of the illness, that the illness prevented reporting for work and that the employee is capable of resuming his responsibilities, may be required after an absence exceeding five consecutive work days.

7. Up to five (5) sick days may be used for absence due to illness of a member of the secretary's immediate family or household. These days will be taken out of the secretary's fifteen personal sick days.

8. Sick leave may be used for medical appointments, other than regular examinations, for those secretaries who work a 7-hour day, 52 weeks per year.

ARTICLE 9 **EXCUSED LEAVE & RELIGIOUS HOLIDAY**

1. Annually, only 52 week* employees who have completed the six months probationary period shall exercise their discretion in taking up to two (2) days excused leave with pay for those obligations of a personal nature that cannot be met outside those normal work hours during which the employee has professional responsibilities, but in no event will such days be used for personal recreation or outside occupation. Annually, 46 week and 44 week employees are permitted 1 day under the same conditions. (All Secretarial Classifications, hired before July 1, 1998, are grandfathered.)

2. In addition, 52, 46, and 44 week employees may be granted an additional day of excused absence for valid reasons subject to these same standards. Requests stating reasons shall be made in writing through the immediate supervisor. (All Secretarial Classifications, hired before July 1, 1998 are grandfathered).

The days in section 1 and 2 need not be taken in any particular order.

3. In addition, all secretaries may be granted one (1) additional day of excused absence for observance of a religious holy-day, with written advanced notice.

Article 9.3 **Agreement on Understanding of Contract Language**

It is the intent of the School Committee to recognize the diverse backgrounds of our staff. Traditional work and government calendars have often followed Western Christian holy days, where Christmas (December 25) and Easter are typical observances. During the negotiation of this contract, the School Committee made an effort to address the concerns of several secretarial staff members who observe Eastern Christian holy days or Jewish high holidays by allowing, with approval, an additional holiday. The day allowed was purposely not enumerated to allow flexibility for other religions and individuals' observances.

It is the understanding of the Director of Finance, who participated in the 2004 secretarial negotiations, that this is a correct interpretation of the intent in accommodating an additional religious holiday.

Thus, the Belmont School Committee and the Belmont Secretaries' Association agree to this understanding of Article 9, paragraph 3 in the 2004-2007 contract.

4. Notice must be submitted in writing to the immediate supervisor or his/her designee at least seventy-two (72) hours before the absence is to occur.

5. Excused leave may be used on days when school is cancelled due to inclement weather. The 72-hour notice requirement shall be waived for inclement weather days.

6. If the Superintendent believes the purpose of the leave is not of the nature specified above, then he will decline to approve the payment for such leave, but the employee may take the leave. If the individual contests the Superintendent's decision, he or she may present the matter through the grievance and arbitration procedure.

7. Only 52 week employees who do not use the 3 excused days pursuant to this Article during the previous twelve months ending June 15th will receive one additional day's pay by the end of the fiscal year. (All Secretarial Classifications, hired before July 1, 1998, are grandfathered.)

ARTICLE 10 **FUNERAL LEAVE**

1. In the event of a death in the immediate family of an employee as defined below, the Committee will grant the employee up to a maximum of five consecutive funeral days. In addition, up to a maximum of two funeral leave days will be granted for each funeral in the event of a sister-in-law, brother-in-law, member of the immediate household of the employee, close friend or family member not covered by the contract such as an aunt, uncle, cousin, etc. Payment will only be made for those days upon which the employee has responsibilities and shall not apply to Saturday, Sunday, Holidays.

2. Immediate family is defined as the employee's husband, wife, son, daughter, mother, father, brother, sister, grandfather, grandmother, father-in-law, mother-in-law, son-in-law, daughter-in-law, domestic partner, and grandchild.

ARTICLE 11
JOB POSTING

1. Any vacancy in a position covered by the Contract shall be posted on appropriate bulletin boards in each school and in the office of the Superintendent for at least seven (7) work days.
2. Any employee hereunder may apply for the vacancy within seven (7) work days after it is posted.
3. Positions will be filled on the basis of qualifications with due regard to the seniority of applicants.
4. If an applicant is successful, he/she shall be given a six month trial and training period in the new position at the applicable rate of pay. If, at any time after two weeks during the six month trial and training period, the Superintendent determines not to permanently appoint the employee to the new position, or the employee decides he/she does not wish to continue in the position, he/she shall be returned to the old position and rate.
5. An employee who is assigned by the Superintendent or his designee on a full time basis to perform work in a higher classification for a temporary period of time to fill a vacancy created by the illness or termination of employment shall after five work days in that higher classification be paid for such work at the rate of pay applicable to such classification.
6. As of July 1, 2003, employees of other departments of the Town of Belmont who enter the bargaining unit will be allowed to carry-over their accumulated vacation days (up to a maximum of 50 days, as per Article 7 new paragraph 13 above) and accumulated sick leave. Longevity will not be carried-over and can be earned only as a member of this bargaining unit.

ARTICLE 12
HOLIDAYS AND HALF DAYS

(All Secretarial Classifications, hired before July 1, 1998, are grandfathered.)

1. Only members of the 52 week secretarial staff shall receive the following holidays with pay provided they fall on a normal work day:

New Year's Eve	Memorial Day	Half Day before Thanksgiving
New Year's Day	Independence Day	Thanksgiving Day
Martin Luther King Jr. Day	Labor Day	The Friday following Thanksgiving Day
Washington's Birthday	Columbus Day	Christmas Eve
Patriot's Day	Veteran's Day	Christmas Day

It is the understanding of the School Committee and the Secretaries' Association that three holidays were added to the above list of holidays for "ten-month" secretaries for the 2004-2007 contract. Those holidays were Thanksgiving, Christmas and New Year's Days, and were to be implemented one per year over the three years of the contract.

From notes taken by the President of the Secretaries' Association during the 2004 negotiations, the work year of a 44 week secretary consisted of:

- 180 school days
- 6 days before the start of school
- 5 days after the last day of school
- 5 existing holidays
- 2 in-service/curriculum days
- 4 days in the December school vacation break
- 4 days in the February school vacation break
- 4 days in the April school vacation break
- **for a total of 210 days of pay**

It is the understanding that adding the three holidays for the 2004-2007 contract would now bring the **total number of days for which 44 week secretaries would be paid to 213.**

Again, from notes taken by the President of the Secretaries' Association during the 2004 negotiations, the work year of a 46 week secretary consisted of:

- the above 210 days for 44 week secretaries
- 10 days before or after the school year to be assigned by the principal or headmaster
- **for a total of 220 days of pay**

It is the understanding that adding the three holidays for the 2004-2007 contract would now bring the **total number of days for which a 46 week secretary would be paid to 223.**

The work year of a 42 week secretary prior to the 2004-2007 contract consisted of:

- 180 school days
- 6 days before the start of school
- 5 days after the last day of school
- 2 days either before or after school in agreement with the Headmaster
- 5 existing holidays
- 2 in-service/curriculum days
- **for a total of 200 days of pay**

It is the understanding that adding the three holidays for the 2004-2007 contract would now bring the **total number of days for which a 42 week secretary would be paid to 203.**

It is the understanding of the Director of Finance, who participated in the 2004 secretarial negotiations, that this is a correct interpretation of the intent in adding the three additional holidays for the ten-month secretaries.

Thus, the Belmont School Committee and the Belmont Secretaries' Association agree to this understanding of Article 12, paragraph 4 in the 2004-2007 contract.

2. If any holidays listed above should fall on Saturday, or in the case of Christmas Eve, on Sunday, 52 week employees shall be given compensatory time off, by mutual agreement of the employee and the immediate supervisor.
3. If a holiday falls within a 52 week employee's scheduled vacation time during the employee's normal work year, that day shall be considered a paid holiday and not a vacation day.
4. For 52 week employees, if a holiday falls on a Tuesday or a Thursday and school is not in session, then the Monday or Friday may also be taken as a holiday.
5. Members of 46 week, 44 week, and 42 week secretarial staff shall receive the following holidays with pay:

Labor Day (when school is in session)	
Columbus Day	Memorial Day
Veterans Day	Christmas Day (starting in "05-06")
Thanksgiving Day	New Year's Day (starting in "06-07")
Friday following Thanksgiving Day	Martin Luther King Jr. Day

Article 12.5
Agreement on Understanding of Contract Language

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Thus, the Belmont School Committee and the Belmont Secretaries' Association agree to this understanding of Article 12, paragraph 4 in the 2004-2007 contract.

ARTICLE 13 **COMPENSATION FOR WORK-RELATED INJURY**

1. In case of incapacity because of injury sustained in the course of employment, employees will receive workers' compensation benefits and will receive upon request supplementary compensation up to the amount of their base weekly rate until their sick leave credits are exhausted. The maximum supplemental payment to which the employee is eligible is the difference between the workers' compensation rate and the weekly rate of the employee.

2. The number of hours to be deducted from sick leave, when a staff member receives the supplemental compensation shall be determined by dividing the hourly rate into the difference between the workers' compensation rate and the employee's base weekly rate. The total number of hours to be deducted shall be the whole number nearest to the multiple of the hourly rate that would equal but not exceed the maximum supplemental payment to which the employee is eligible.

3. When an employee is not eligible for workers' compensation during the initial waiting period required under the worker's compensation law, the provisions of Article 8, Sick Leave shall be applied.

ARTICLE 14
WORK DURING SCHOOL CANCELLATION

1. Except as provided in Article 9 of this Agreement, employees shall report to work on days when school is cancelled due to inclement weather. If an employee is late, the time can be made up by working extra hours on succeeding days.
2. If, in the opinion of the immediate supervisor, the inclement weather on a no-school day warrants it, the supervisor may, at the request of the secretary, grant permission for the secretary not to report to work. The secretary may take an excused leave day with the approval of the immediate supervisor except that a secretary who is the only secretary in a building shall not be required to report for work if a supervisor does not report to work due to inclement weather.
3. When a State of Emergency which covers the Town of Belmont is declared by the Governor, employees will not be required to report to work and will suffer no loss in pay. If such a State of Emergency is declared after the employee reports to work, school secretaries shall be allowed to leave one-half hour after the last student has left the particular school and shall suffer no loss of pay. In such circumstances, central office secretaries shall be allowed to leave one-half hour after the last student has left the whole school system and shall suffer no loss of pay. If an employee did not report to work prior to such declaration, the employee shall not be paid for that period of time.

ARTICLE 15
PROBATIONARY PERIOD

1. New employees must satisfactorily serve a six-month probationary period before receiving an appointment to a regular assignment. During this period, they shall have no benefits under Article 4 (Grievance), Article 7 (Vacation), Article 9 (Excused Leave) and Article 11 (Job Posting).^{*} They shall not receive benefits under Article 8 (Sick Leave) for the First Three months of the probationary period. Upon successful completion of the probationary period, these benefits shall accrue retroactively.
2. Employees who have completed an initial probationary period shall not be subjected to a subsequent probationary period but may, if transferred or promoted, be required to serve a trial period as set out in Article 11, Section 4.
3. Clerical aides who transfer into the bargaining unit who have at least two prior years experience working for the school department

ARTICLE 16
ASSOCIATION REPRESENTATIVE

The Secretarial employees shall designate one employee from among their number to serve as Association Representative; his or her name shall be furnished to the Committee immediately after designation and the Association shall notify the Committee of any change. Said representative, with permission from the immediate supervisor, which permission shall not be unreasonably withheld, shall be granted reasonable time off with pay to deal with grievances of employees covered by this Contract.

ARTICLE 17
EMPLOYEE RESIGNATION

An employee wishing to terminate employment shall give the immediate supervisor two weeks' notice in writing.

ARTICLE 18
REST PERIODS

Work schedules will provide for two 15 minute rest periods during each work day, each to be scheduled at the middle of each one-half work day whenever feasible.

ARTICLE 19
SAVING CLAUSE

1. If any provision of this Agreement is or shall be at any time contrary to law, then such provision shall not be applicable or enforced except to the extent permitted by law, and any substitute provision shall be subject to further negotiations between parties.
2. In the event that any provision of this Agreement is or shall be found at any time to be contrary to law, all other provisions of this Agreement shall continue in effect.

ARTICLE 20
CREDIT UNION DEDUCTIONS

1. Upon submission of appropriately signed deduction cards, monthly deductions from salary will be made for the Belmont, Massachusetts Teachers' Federal Credit Union as designated thereon for those employees who authorize the same in the manner provided below.

2. The Association shall indemnify and save the Committee and/or the town harmless against all claims, demands, suits, or other forms of liability, which may arise by reason of any action taken in making deductions and remitting the same pursuant to this Article.

ARTICLE 21
JOB DESCRIPTIONS

The parties agree that employees shall have accurate job descriptions which shall be provided to employees.

ARTICLE 22
TECHNOLOGICAL CHANGE

1. The Committee shall advise the Association as far in advance as possible, but no less than 30 days, of any proposed technological change. Technological change shall be defined as any change in equipment, material, method and/or procedure occurring after the date of this Agreement, which may result in a reduction in the number of bargaining unit employees, a decrease in employment opportunities for members of the bargaining unit, the introduction of automated office equipment (e.g. computers, video display terminals) for use by a member of the bargaining unit as all or part of her job, or the creation of any new positions. The Committee shall be responsible for providing the Association with full information regarding proposed change(s) in order for the Association to determine the potential effects on the bargaining unit. Upon request by the Association, the Committee shall promptly meet with the Association to discuss the effects of the proposed change(s) upon the work force.

2. The impact of the proposed change on employee health and safety shall be a primary consideration in these discussions. The Committee shall not introduce change which imposes conditions detrimental to health and safety. The employees who are expected to work under changed conditions shall be consulted during the planning procedure and shall have the right to bring relevant evidence and expertise to bear on the impacts of proposed change.

3. The Committee agrees to offer appropriate training for work related technology needs. If it is necessary for this training to take place off site, such training must be approved by the immediate supervisor, (training must be planned in consultation with the secretary and supervisor) a substitute will be provided for the secretary. The secretary will be paid at his/her standard rate for the hours in training should that training be other than the normal work hours of 8:00 a.m. – 4:00 p.m., Monday through Friday.

ARTICLE 23
LEAVES OF ABSENCE

1. **Unpaid Leaves**

An unpaid leave of absence for personal reasons shall be granted with the approval of the secretary's immediate supervisor, and the Superintendent or his designee, and by vote of the School Committee if such secretary has been employed more than three years. Such leave shall be the equivalent of six months or less depending upon the secretary's request. A secretary on approved leave shall be allowed to return to her position at the end of the leave providing that the position still exists. No seniority shall accrue during the leave but the secretary shall retain the seniority accrued up until the time of the commencement of the leave. No benefits shall accrue during this leave. A request for a leave shall not be denied arbitrarily or capriciously.

2. **Maternity Leave**

a. Statutory Leave: Upon receipt of at least two weeks' written notice of her anticipated date of departure, the School Committee shall grant a leave of absence for up to eight weeks in accordance with the provisions of General Laws, Chapter 149, Section 105D. If her health permits, the secretary is entitled to return from the leave any time before the expiration of eight weeks on five days' notice and provided a physician's certificate of fitness is submitted.

b. Extended Maternity Leave: If the secretary wishes to extend her maternity leave for an unpaid period beyond the statutory limit, a request for such an extension should be made under the provisions of Section 1 of the article regarding unpaid leaves of absence.

3. Jury Pay: An employee serving on jury duty shall be paid their normal week's wages less such sum as they are to be paid by the County or other government authority calling them to such duty.

4. All parties agree to abide by the terms of the Federal Family and Medical Leave Act of 1993.

ARTICLE 24
SUMMER HOURS

A 52 week secretary may, with the permission of his/her immediate supervisor, reduce his/her lunch period from one hour to thirty (30) minutes during the summer months of July and August in order to leave work thirty minutes early. Such permission shall not be withheld arbitrarily or capriciously.

ARTICLE 25
SICK LEAVE BANK
(Effective July 1, 1998)

1. A sick leave bank has been established for use by eligible employees covered by the Contract who have exhausted their own sick leave and who have serious illness.
2. All employees shall contribute one (1) day of sick leave to the Bank on each July 1st whenever it runs below 100 days.
3. The initial grant of sick leave by the Sick Leave Bank Committee to an eligible employee shall not exceed fifteen (15) days.
4. Upon completion of the fifteen (15) day period, the period of entitlement may be exhausted by the Sick Leave Bank Committee upon the demonstration of need by the applicant.
5. The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of four (4) members. Two (2) members shall be designated by the Committee to serve at its discretion and two (2) members shall be designated by the Association.

The Sick Leave Bank Committee in administering the Bank and in determining eligibility and amount of leave shall consider:

- a. Adequate medical evidence of serious illness.
 - b. Prior utilization of all eligible sick leave.
 - c. Length of service in the Belmont School System.
 - d. Propriety of use of previous sick leave.
6. If the Sick Leave Bank is exhausted, it shall be renewed by the contribution of one additional day of sick leave by each employee covered by this Contract. Such additional days will be deducted from the employees' annual fifteen (15) days of sick leave. The Sick Leave Bank Committee shall determine the time when it is necessary to replenish the Bank.
 7. The decision of the Sick Leave Bank Committee, with respect to the eligibility and entitlement, shall be final and binding and not subject to appeal.
 8. The Sick Leave Bank will have a cap of 120 days beginning 7/1/98 with an accumulation of 131 days.

9. Secretaries new to the Association shall contribute one (1) day of sick leave to the Sick Leave Bank in the first year of employment.

ARTICLE 26
MEDICAL INSURANCE

1. Effective July 1, 2007, the Town of Belmont will pay 80% of the cost of premiums for the HMO health insurance plan, and members of the bargaining unit will pay 20% of the cost.

2. Effective upon implementation by all other School and Town unions, at some point after July 1, 2007, the Town of Belmont will pay 75% of the cost of premiums for the PPO health insurance plan, and members of the bargaining unit will pay 25% of the cost.

3. Effective upon implementation by all other School and Town unions, at some point after July 1, 2007, the medical insurance plan design will change in the following ways:

- Office Visit co-pays will increase from \$5.00 per visit to \$15.00 per visit.
- Prescription drug co-pays will increase from \$5/10/25 to \$5/25/40.

4. If the Town of Belmont chooses to join a collaborative health group as a way of controlling medical insurance costs during the term of the contract, the Secretaries' Association would not oppose such a change. The Association reserves its right to bargain over the percentage of employer-employee contribution.

ARTICLE 27
WORK HOURS

In any office where there are two or more secretaries, the administrator of the office shall have the flexibility to assign staggered working shifts for the purpose of providing office coverage over a wider span of time.

Except as amended hereby, the aforesaid Agreement shall remain in full force and effect.

IN WITNESS THEREOF, THE BELMONT SCHOOL COMMITTEE and the BELMONT PUBLIC SCHOOLS SECRETARIES ASSOCIATION have caused these presents to be executed by their agents and representatives, hereunto duly authorized and their seals affixed hereto, as of the date written below.

June 27, 2007

BELMONT SCHOOL COMMITTEE

By _____

John Bowe, Chairman

BELMONT PUBLIC SCHOOLS SECRETARIES
ASSOCIATION

By _____

Gina Hayes, President

Appendix A – Secretarial Salary Schedules

July 1, 2007 - June 30, 2010

Hourly Rates, 2007-08

Steps	Classes		
	I	II	III
1	\$16.88	\$15.80	\$14.73
2	\$17.81	\$16.85	\$15.78
3	\$18.98	\$17.99	\$16.88
4	\$20.21	\$19.19	\$18.08
5	\$21.52	\$20.47	\$19.36
6	\$22.67	\$21.58	\$20.41
7	\$23.35	\$22.23	\$21.02

Hourly Rates, 2008-09

Steps	Classes		
	I	II	III
1	\$17.39	\$16.27	\$15.17
2	\$18.34	\$17.36	\$16.25
3	\$19.55	\$18.53	\$17.39
4	\$20.82	\$19.76	\$18.63
5	\$22.16	\$21.09	\$19.94
6	\$23.35	\$22.23	\$21.02
7	\$24.05	\$22.89	\$21.65
8	\$24.78	\$23.58	\$22.30

Hourly Rates, 2009-10

Steps	Classes		
	I	II	III
1	\$17.91	\$16.76	\$15.62
2	\$18.89	\$17.88	\$16.74
3	\$20.13	\$19.08	\$17.91
4	\$21.44	\$20.36	\$19.19
5	\$22.83	\$21.72	\$20.54
6	\$24.05	\$22.89	\$21.65
7	\$24.78	\$23.58	\$22.30
8	\$25.52	\$24.29	\$22.97

2. A secretary who submits proof of satisfactory completion of a professional improvement which has been offered by an accredited institution and which has received prior approval of the school principal and the Director of Finance and Administration shall receive an additional \$100 to his/her regular salary. Salary credit may be awarded to an employee for a maximum of two (2) such courses during the term of this Agreement. The credit will be added to the employee's base salary on a pro-rata basis effective immediately upon presentation of such proof.

As of 7/1/07:

3. The School Committee will unilaterally set the salaries of the positions listed below on a yearly basis:

Accounts Payable Secretary

SIDE AGREEMENTS
DURING 2003 NEGOTIATION

1. The Director of Finance and Administration will monitor and insure that all secretaries have appropriate computer workstations.

2. Secretaries will follow the school calendar with regard to Good Friday. (The secretaries may leave for the day once schools are closed).