

Memorandum of Agreement
by and between
Belmont Public Schools
and AFSCME Council 93, Local 408

Pursuant to the Provisions of Chapter 150E of the General Laws of Massachusetts, this Memorandum of Agreement (“MOA”) is made and entered into by the BELMONT SCHOOL COMMITTEE (hereinafter referred to as the “Committee”) and AFSCME Council 93, Local 408 (hereinafter referred to as the “Union”).

1. Term: July 1, 2011 through Jun 30, 2014.

2. Wages:

Cost of Living Increase:

2011-2012: 0%

2012-2013: 1% on July 1, 2012, 1% on or about January 24, 2013

2013-2014: 1% on July 1 2013, 1% on or about January 23, 2014

One time non-base building payment:

Each employee shall receive a one time non-base building payment equal to 10 times the number of hours that employee is regularly scheduled to work in a given week exclusive of any overtime or unusual circumstances (i.e. if you regularly are scheduled to work 40 hours per week you receive \$400).

3. The 2010-2011 agreement’s terms shall be carried forward through the expiration of June 30, 2014, except as modified herein. This MOA is subject to ratification by the Union and approval by vote of the Committee.

4. The following articles will be amended and modified as follows:

The current Article 6 will be replaced entirely with the following:

ARTICLE 6 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 employees covered by this Contract.

2. For the purposes of the procedure set forth hereinafter, 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, or other conditions of employment.

3. The following GRIEVANCE PROCEDURES shall be in effect:

Step One: The employee with a grievance or the Union Representative shall present the matter to the Supervisor of Buildings and Grounds in the case of a Custodian or Maintenance Person or to the Supervisor of Cafeterias in the case of a Cafeteria Worker within ten (10) workdays from the occurrence of the event upon which the grievance is based. If such occurrence is during the last five (5) days of school, then the grievance must be presented within seven (7) calendar days of the occurrence. The Supervisor of Buildings and Grounds or the Supervisor of Cafeterias, as the case may be, will respond to the grievance within five (5) workdays of the presentation.

Step Two: If there is no satisfactory resolution at Step One, the grievance may be presented in writing by the employee or the Union Representative to the Superintendent or designee within five (5) workdays of the Step One answer. The Superintendent or designee shall hold a meeting on the grievance within five (5) workdays of its presentation and will respond to the grievance in writing within ten (10) workdays of the Step Two meeting.

Step Three: If there is no satisfactory resolution at Step Two, the grievance may be presented by the Employee or the Union in writing to the School Committee within ten (10) workdays of the Step Two answer. The School Committee shall hear the grievance at its next regularly scheduled meeting if such request is made before the agenda is set. The School Committee shall respond to the grievance within ten (10) workdays of the Step Three meeting.

Step Four: If there is no satisfactory resolution at Step Three, the grievance may be submitted by the Union within ten (10) workdays of the Step Three answer to the American Arbitration Association for binding arbitration in accordance with its current rules. The decision of the Arbitrator shall be final and binding on both parties and upon the employee involved.

4. Nothing stated herein shall preclude an employee from presenting a grievance without the representation of the Union. Dispositions of such grievances shall be in accordance with provisions set forth in Steps One through Three. If the Union 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 Union.

7. Employees under civil service shall elect to pursue either civil service remedies or the grievance procedures hereunder, but not both.

Article 10: Hours of Work will be amended to add the following:

5. The regular hours of work for all day maintenance personnel, including Central Office will be 7:00-a.m. to 4:00 p.m. with the exception of summer hours. Summer hours will follow policy established by the Town of Belmont. Note that custodial staff working in a building where a summer school program or summer camp is held must be at work as required by that program or camp.

Article 11: Overtime will be amended and changed as follows:

Add:

1. A system for managing overtime and detail assignments will be based on seniority and will be managed by the labor-management task force.

* renumber articles accordingly

Article 14: Job Posting and Bidding will be amended to add the following language to the first paragraph:

When a new position covered by this agreement is created, or when a position covered by this agreement becomes vacant, such vacancy shall be posted electronically via email to all BPS staff. A paper posting will be placed on the bulletin board in the Central Office building....Employees interested shall apply electronically through Applitrack and the BPS website. Notwithstanding the electronic posting, the Union has the right to place a paper copy of the job posting on bulletin boards in work areas.

Article 17: Sick Leave will be amended as follows:

1 and 2 shall be replaced entirely with the following:

1. Effective July 1 of each year of this contract, each full-time fifty-two (52) week employee will be credited with fifteen (15) days of sick leave to be added to any sick leave accumulated in previous years. The maximum accumulation of sick leave for employees hired prior to the ratification of this agreement shall be two hundred (200) days. Employees hired after the ratification of this contract may only accumulate a maximum of one hundred (100) days. Any employee hired prior to the ratification of this contract that has accumulated more than two hundred (200) days prior to the ratification of this contract may keep their days but will not accumulate any additional days over two hundred (200) days.
2. Effective September 1 of each year of this contract each full-time ten (10) month employee shall be credited with twelve (12) days sick leave. The maximum accumulation for employees hired prior to ratification of this agreement shall be two hundred (200) days. Employees hired after to the ratification of this contract may only accumulate a maximum of one hundred (100) days. Any employee hired prior to the ratification of this contract that has accumulated more than two hundred (200) days prior to the ratification of this contract may keep their days but will not accumulate any additional days over two hundred (200) days.

Section 7 shall be amended as follows:

7. Sick Bank:

Section (f) shall be amended to replace “15%” with “25%” and the second sentence “This benefit will expire...” shall be erased to remove the sunset on sick leave bank.

The following shall be added:

8. Sick leave is not payable upon termination or other end of employment

Article 20: Funeral Leave shall be amended as follows:

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 (4) funeral leave days. In addition, up to a maximum of two (2) funeral leave days will be granted in the event of a death of a sister-in-law, brother-in-law, niece, nephew, aunt or uncle of the employee. Payment will only be made for these days upon which the employee has responsibilities and shall not apply to Saturday, Sunday, holidays, or days falling within the employee's vacation period.
2. Immediate family is defined as the employee's husband, wife, domestic partner, son, daughter, step-child, grandchild, mother, father, brother, sister, grandfather, grandmother, father-in-law, mother-in-law.

Article 21: Vacation shall be amended as follows:

Delete: numbers 4, 5, 6, 7 and replace with the following:

3. Upon completion of ten (10) years of service, full-time employees will receive four (4) weeks of paid vacation leave.
4. Upon the completion of twenty (20) years of service, full time employees will receive five (5) weeks of paid vacation leave.

Add:

14. Vacation taken by school year employees must be taken during the following school vacation weeks: December holiday vacation, February vacation and/or April vacation.
15. Any school year employee hired after the ratification of this 2011-2014 contract will accrue a maximum of three (3) weeks of vacation to be used during the school vacation weeks listed above.

Article 29: Uniforms will be deleted and replaced with the following:

The committee agrees to purchase the following uniforms and work shoes on an annual basis, unless otherwise indicated:

Custodial Staff and Maintenance Staff

- 5 pair work pants (chino or jeans)
- 5 work shirts (T-shirt, polo or button down)
- 1 three season jacket or 3 sweat shirts
- 1 winter coat (OSHA approved high visibility safety coat) every third year.
- 1 pair of work boots (OSHA approved)
- 1 pair of work shoes (OSHA approved)
- Employees may choose to purchase shoes and/or boots independently. If they choose this option, they will be reimbursed up to \$150 per year upon presentation of a receipt. All shoes and boots must meet OSHA standards to be eligible for reimbursement.

- The Supervisor of Buildings and Grounds and the Food Service Director will convene a labor-management committee for the purposes of choosing uniforms and footwear.

Cafeteria Workers

- 5 Shirts per year
- 5 Aprons per year
- 1 pair of OSHA approved shoes per year or employees may choose to purchase shoes independently. If they choose this option, they will be reimbursed up to \$150 per year upon presentation of a receipt. All shoes and boots must meet OSHA standards to be eligible for reimbursement.

Article 37: Stipend for Licensed Professionals will be added stating:

1. A stipend of \$700 will be paid to any member of the unit with a professional license, so long as the Superintendent determines that the license is useful and relevant to the position the member is employed in and/or the needs of the District.

It is agreed to integrate the Stipend for Working Foreman Memorandum of Agreement.

For and on behalf of
the Belmont School Committee:

For and on behalf of
AFSCME Council 93, Local 408:

Laurie Graham, Chair
Belmont School Committee

Mark Bernard, Staff Representative
AFSCME Council 93

Michael Cotter, Chapter Chair
AFSCME Local 408

Dated: October 12, 2011