

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is hereby entered into by and between the Belmont School Committee (“Belmont”) and Local 408, Belmont School Employees, AFSCME, Council 93 (“AFSCME”) (collectively, the “Parties”).

Whereas, Belmont and AFSCME are parties to a collective bargaining agreement for the period July 1, 2014 through June 30, 2017; and

Whereas, Belmont and AFSCME have, pursuant to Massachusetts General Laws Chapter 150E, negotiated the terms of a successor agreement.

Now, therefore, in consideration of mutual covenants, the Parties agree as follows:

The terms and conditions set forth in the Collective Bargaining Agreement for the period July 1, 2014 through June 30, 2017 shall remain in full force and effect for the period July 1, 2017 through June 30, 2020 except as amended herein.

ARTICLE 1 SCOPE:

INSERT the following language at the end of the Article:

Full-time cafeteria employees are defined as employees working 30 or more hours during a normal 5-day work cycle per school year.

Part-time cafeteria employees are defined as employees more than 20 hours but not more than 29 hours during a normal 5-day work cycle per school year. If a part-time employee was hired prior to July 1, 2014, they will be entitled to full benefits excluding the same rest periods.

ARTICLE 14 JOB POSTING AND BIDDING:

REMOVE the following language:

The successful applicant shall be given a six month trial and training period in the new position at the applicable rate of pay. If, at the end of the trial and training period, it is determined that the employee is not qualified to perform the work, he shall be returned to his old position and rate. If no applicant is qualified in the judgment of the management, after a thorough review of the necessary qualifications, the employer may fill the position from outside the bargaining unit.

REPLACE with the following:

Any unit member who applies for and is hired into a different position in the district will be required to complete a six (6) month probationary period. During this probationary

period, employees will be allowed to utilize their leave benefits that have accumulated prior to their new assignment. If at the completion of the probationary period it is determined that the employee is not qualified to perform the work, they shall be returned to their former position and rate of pay.

Any unit member newly hired into the District will be required to complete a six month probationary period. They will not be allowed to utilize any leave benefits outlined in this agreement (sick, excused, or vacation leave) during this six month probationary period.

The six month probationary period is equal to six months of active work time. Time on leave, in excess of five work days such as worker's compensation leave will not apply toward the six month period.

ARTICLE 15 LONGEVITY:

REVISE Section 4 to increase all longevity payments by \$50.

INSERT the following language at the end of the Article:

Longevity will be paid in the first paycheck in December and the first paycheck in June rather than December 31 and June 30.

ARTICLE 17 SICK LEAVE:

REMOVE the following language:

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.

REPLACE with the following language:

“The maximum accumulation of sick leave shall be capped at 200 days for all employees hired prior to July 1, 2014 and capped at 100 days for all employees hired after July 1, 2014.”

REVISE the last sentence of Article 17 as follows: “Any employee hired prior to July 1, 2014 who has accumulated more than two hundred (200) days prior to July 1, 2014 may keep their days but will not accumulate any additional days over two hundred (200) days.”

ARTICLE 21 VACATION:

REMOVE the following language:

12. Vacation taken by school year employees must be taken during the following school vacation weeks: Christmas vacation, February vacation, and/or April vacation.
13. 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.

REPLACE with the following language:

12. Vacation leave may not be used by a school year employee on a day when school is in session.
13. Vacation taken by school year employees must be taken during the following school vacation weeks: December vacation week, February vacation week, and/or April vacation week.
14. Any school year employee hired after the 2011 school year will accrue a maximum of three (3) weeks of vacation to be used during the school vacation weeks listed above.
15. All accrued vacation leave shall be paid to school year employees at the end of every school year and may not be carried forward.

ARTICLE 24 HOLIDAY DETAIL:

REVISE Section 3 to include the following:

Upon the expiration of vendor contracts already in effect as of July 1, 2017, any employee that works for an “outside group” on a holiday shall be paid at double time his/her regular rate of pay for all hours worked. An outside group is defined as any group that is not a school-related or school-sponsored organization

ARTICLE 29 UNIFORMS:

REMOVE the following language:

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.

REPLACE with the following language:

A selection of work shoes and boots will be chosen from a predetermined catalog/source. Employees may choose to purchase shoes and/or boots independently. If they choose this option, they may be reimbursed up to \$200 for shoes and/or boots annually and must provide evidence of OSHA compliance, e.g. an OSHA tag must be on the shoes/boots.

School year employees must submit proof of purchases for reimbursement for shoes/boots no later than April 1 of each school year.

ARTICLE 37 STIPENDS:

REMOVE the following language:

1. Licensed Professionals
A stipend of \$700 will be paid to a 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.
2. Working Foreman
Maintenance Class A Foreman will receive an annual stipend of \$1,200 per year.

REPLACE with the following language:

1. All stipends paid to 52 week employees shall be paid in equal installments with each paycheck. Upon separation from employment, an employee is not eligible for any further stipend payment beyond the pro-rata share already paid for that school year.
2. A stipend of \$700 will be paid to a 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.
3. A stipend of \$500 shall be paid to a member of the unit with a professional certification, so long as the Superintendent determines that the certification is useful and relevant to the position other member is employed in and/or the needs of the District.
4. Elementary head custodians with supervisory duties shall receive a stipend of \$300 per year.
[Increase the annual stipend for all elementary school head custodians from \$200 to \$300.]
[Remove Note 3 from Appendix B]
5. Head Custodians at Belmont High School and Chenery Middle School will receive a stipend of \$300 per year for arranging for set-up (as necessary) and scheduling coverage for events and rentals at each building.
[Remove Note 2 from Appendix B]

6. Cafeteria worker(s) designated by the Director of Food Services as Assistant Cook at Belmont High School and/or Chenery Middle School shall receive an additional \$0.50 per hour.

7. Working Foreman - Maintenance Class A Foreman will receive an annual stipend of \$1,200 per year

ARTICLE 38 ASBESTOS SAFETY, MAINTENANCE, AND REMOVAL TRAINING:

REMOVE the following language:

The district shall provide all custodial and maintenance personnel with the two hour asbestos awareness training by qualified trainers. The district may provide maintenance personnel with training in removal of asbestos by qualified trainers. This training shall be completed prior to the 2015-2016 school year.

REPLACE existing language in Article 38 with the following:

The district agrees to provide the following, as directed by the Director of Facilities:

- Asbestos awareness training by qualified trainers for all custodial and maintenance personnel.
- Training in the removal of asbestos by qualified trainers for a minimum of three custodial and maintenance personnel, selected by the Director of Facilities. Employees who become certified in the removal of asbestos shall be eligible for the stipend listed in Article 37

ARTICLE 39 PERFORMANCE EVALUATION:

REMOVE the following language:

The performance of each member of the bargaining unit shall be evaluated each year. Evaluations shall be completed each year by June 30. The evaluators for maintenance and custodial employees shall be the Director of Facilities or his/her designee and, where appropriate, the Principal of the building in which the employee works. The evaluators for cafeteria employees shall be the Director of Food Services and the Principal in the building in which the employee works.

REPLACE existing language with the following:

1. The performance of each member of the bargaining unit shall be evaluated annually. Evaluations shall be completed each year by July 30.

2. All unit members newly hired to the district shall be evaluated at the completion of their six month probationary period.
3. Primary and Contributing Evaluators for all six month and annual evaluations are as follows:

Employees	Primary Evaluator	Contributing Evaluator
Custodians	Building Principal	Director of Facilities or his/her designee
Maintenance	Director of Facilities or his/her designee	
Cafeteria Workers	Director of Food Services	Building Principal

ARTICLE 40 WORKING OUT OF CLASSIFICATION: [NEW PROVISION]

1. Any employee who is asked by the Director of Facilities to work out of classification in a position that is a higher classification than their own regular assignment shall be paid an additional \$3 per hour for Class B employees and \$4 per hour for Class A employees.
2. The additional \$3 or \$4 per hour paid, in addition to the regular hourly rate of the employee working out of classification, will be paid beginning on the sixth consecutive day of working out of classification and shall not be paid retroactively.
3. This section will not be applicable in cases where the absent employee (in the higher classification) is out on vacation.

APPENDIX A and APPENDIX B:

Hourly Rate Wage Increase:

July 1, 2017: 2.0%
 July 1, 2018: 2.0%
 July 1, 2019: 2.0%

All bargaining unit employees employed at the time will receive a one-time \$400 payment (non-base building) in the first payroll in the 2017-2018 school year (FY2018), less regular withholdings.

APPENDIX A HOURLY WAGE SCHEDULE - CAFETERIA:

Cafeteria worker(s) designated by the Director of Food Services as Assistant Cook at Belmont High School and/or Chenery Middle School shall receive an additional \$0.50 per hour.

APPENDIX B HOURLY WAGE SCHEDULE - CAFETERIA:

Increase Cafeteria Class B hourly rate by \$0.50.

WHEREFORE, Belmont and AFSCME have caused this Memorandum of Agreement to be executed, subject to ratification by both parties by their duly-authorized representatives, this ___ day of June 2017.

BELMONT SCHOOL EMPLOYEES:

Michael Cotter

Michael Cotter, Local 408 President

Michael Cotter 6/20/17

BELMONT SCHOOL COMMITTEE:

John Phelan

John Phelan, Superintendent

6/20/17

Lisa Fiore
Lisa Fiore, Chair 6/20/17