

Agreement

Between

Belmont School Committee

And

Local 408, Belmont School Employees

State Council 93

American Federation of State, County,
and Municipal Employees, AFL-CIO

July 1, 2021 – June 30, 2024

LOCAL 408, BELMONT SCHOOL EMPLOYEES OF STATE COUNCIL 93
NEGOTIATING TEAM

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BELMONT SCHOOL COMMITTEE
NEGOTIATING TEAM

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James Pender, School Counsel

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Pursuant to the provisions of Chapter 150E of the General Laws of Massachusetts, this Contract is made and entered into this 30th day of June, 2022, by the BELMONT SCHOOL COMMITTEE (hereinafter sometimes referred to as the "Committee") and LOCAL 408, BELMONT SCHOOL EMPLOYEES OF STATE COUNCIL 93, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO. (Hereinafter sometimes referred to as the "Union".)

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 there under, the Committee recognizes the Union as the exclusive bargaining agent and representative of all permanent, full-time custodians, maintenance personnel, all part time custodians who are 0.5 FTE or more, and food service employees working a minimum of 20 hours per week employed by the Belmont Public Schools, except, however, the Supervisor of Buildings and Grounds and Food Services Director and agrees not to aid any other labor organizations.

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

Part-time food service 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 2 EMPLOYEE DEFINITION

When the term "employee" is used in this contract, it shall mean all employees covered by this Contract. When a provision is intended to apply only to a specific group of employees, such group will be so identified.

ARTICLE 3 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 service by such employee.

ARTICLE 4 DURATION

1. Subject only to the right to reopen in accordance with paragraphs 2 and 3 below, this Contract shall continue in effect from July 1, 2017 to June 30, 2020 and shall thereafter automatically renew itself for successive terms of one year each unless by October 15 next prior to the expiration of the contract period involved either the Committee or the Union shall have given the other written notice of its desire to amend or terminate this Contract. The party giving such notice shall include all proposals to be considered for negotiation.
2. If, after giving any such notice and after a reasonable period of negotiating, the Committee and the Union shall have failed to reach agreement by the following December 1, or at the end of any agreed extension period, they may jointly or independently petition the State Board of Conciliation and Arbitration to initiate fact finding in accordance with the provisions of Chapter 150E of the General Laws of Massachusetts.
3. 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. An emergency shall be defined as an unforeseen circumstance affecting the operation of the schools.
4. 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.
5. The Union and the Committee agree that each has had the right to bargain for any provision that they wished in this Contract, and each expressly waives the right to reopen the Contract for any further demands or proposals, except as provided in this Article. They agree that this Contract constitutes a complete agreement on all matters and that if other proposals have been made or considered, they have been withdrawn in consideration of this agreement.

ARTICLE 5 UNION STEWARDS

The employees shall designate one custodian, one maintenance person, and one food service employee from among their respective numbers to serve them as Union Stewards; their names and that of any other representative shall be furnished to the Committee immediately after their designation, and the Union shall notify the Committee of any changes. Said stewards or representatives, with permission from their respective supervisors, which permission shall not be unreasonably withheld, shall be granted reasonable time off with pay to deal with grievances of members of the bargaining unit.

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 Food Services Director in the case of a food service employee 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 Food Services Director, 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 7 SALARY

The salary schedules for all employees covered by this agreement are in appropriately titled appendices attached hereto and made a part hereto.

ARTICLE 8 CUSTODIAN CLASSIFICATION

1. Head Custodians at the Middle School and High School are classified Custodian Class A.
2. Head Custodians at the Elementary Schools are classified Custodian Class B.
3. Assistant Custodians are classified Custodian Class C
4. General Maintenance staff are classified Maintenance Class A.
5. Combined positions of .5 Maintenance duties and .5 Custodian duties are classified Maintenance Class B.

6. Assistant custodians upon moving to a position as head custodian shall receive a salary within the new classification schedule which is higher than their salary before promotion.

ARTICLE 9 WORK YEAR

Maintenance and Custodian personnel are year round employees eligible for vacation benefits as provided in Article 21. The work year for Cafeteria employees includes 180 school days plus up to five (5) required days at the discretion of the Food Service Director for opening ~~and start~~ of school ~~functions~~ operations.

ARTICLE 10 HOURS OF WORK

1. The regular hours of work each day shall be consecutive, except for interruptions for lunch periods.
2. The workweek for full-time employees shall consist of five consecutive eight-hour days.
3. The workweek for permanent, part-time cafeteria employees covered by this agreement shall consist of five consecutive days.
4. The daily hours for full-time cafeteria employees shall be no earlier than 6:00 a.m. and no later than 3:00 p.m. Specific hours for each member will be designated by the Director of Food Services, not to exceed 8 hours in a single day for any member with the exception of any overtime hours.
5. The regular hours of work for all day maintenance personnel, with the exception of summer hours. Specific hours will be designated by the Director of Facilities, not to exceed 8 working hours in a single day for any member with the exception of any overtime hours. Summer hours will follow policy established by the Belmont Public Schools. 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.
6. No meetings to discuss union business shall be held during work time.

ARTICLE 11 OVERTIME

1. Employees will be paid overtime at the rate of one and one-half times their regular rate of pay for work in excess of eight hours in one day and in excess of 40 hours in one week. All overtime will be offered to union employees and employees paying an agency fee. Both groups will have equal access to overtime being offered and will have first right of refusal.
2. A system for managing overtime and detail assignments will be based on seniority and will be managed by the labor-management task force.
3. Any full time employee called back to work before his next regular scheduled starting time will be paid at the rate of time and one half for all hours worked on recall until the next regular scheduled starting time is reached, at which time the pay will revert to regular time. Minimum overtime on recall will be four hours at the rate of time and one half except Sundays which will be at the rate of double time.
4. Effective as of the date of execution of this Agreement, employees shall be compensated for a minimum of three hours for school events, functions and activity assignments.
5. Activity fees shall be at the rate of time and one-half the rate presently being paid. In the event that a detail or activity assignment is canceled within twenty-four hours prior to the scheduled starting time, employees assigned to the detail will be paid for a minimum of three hours, except in cases of school

closings due to weather or other emergencies. Part time custodial employees shall not be eligible for time and one half pay rate on a detail or otherwise unless that employee has already worked in excess of eight hours in one day and in excess of 40 hours in one week.

6. Effective July 1, 1998, employees working on Sundays will be paid double time for the hours worked.
7. When a School Maintenance and/or Custodian is not available and the AFSCME - School contact list is exhausted, the Director of Facilities or designee can use AFSCME – Town employees to fill the work if the Director feels that they are capable of handling the work without causing harm to themselves of the Town/School infrastructure.
8. Food Service only: If no AFSCME member accepts a detail assignment, the assignment will be offered to non-AFSCME school employee under the same terms.

ARTICLE 12 REST PERIODS

1. Work schedules for custodians and maintenance personnel will provide for a 15 minute rest period during each one-half workday. The rest period will be scheduled at the middle of each one-half workday whenever this is feasible.
2. Each full-time food service employee will receive a 10 minute break for tea or coffee in the morning and a 20 minute period for lunch. Employees will be provided with tea, coffee and lunch at no expense to the employee.
3. Each part-time food service employee will receive a 20 minute period for lunch and will be provided with a meal at no expense to the employee.

ARTICLE 13 CIVIL SERVICE

When applicable to members of the bargaining unit, the Committee and the Union shall recognize and adhere to all civil service and state and federal labor laws, rules and regulations relative to seniority, promotions, transfers, discharges, removals and suspensions. All employees, whether or not covered by any statute relative to the above matters shall have recourse to the Grievance Procedure contained herein subject to the provisions of paragraph 7 of Article 6.

ARTICLE 14 JOB POSTING AND BIDDING

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. This notice of vacancy shall remain posted for seven workdays. Job specifications will be made available upon request to the immediate supervisor. If there is an applicant from the existing staff who is qualified, in the judgment of the management, the Superintendent shall appoint the most senior applicant qualified for the position within 30 days of the posting period.

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 may utilize up to three (3) sick days, but otherwise will not be allowed to utilize any leave benefits outlined in this agreement 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

1. Upon completion of the required consecutive, full years of employment, those custodians and maintenance personnel whose anniversary date of employment falls on or between January 1st and June 30th in any year covered by this contract shall receive a payment of one-half the appropriate longevity payment appearing in the schedule set forth below in the first paycheck in December and a further payment of one-half in the first paycheck in June.

2. Upon completion of the required consecutive, full years of employment, those custodians and maintenance personnel 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 of June 30th of the succeeding year.

3. Food Service personnel who work a 40 hour week for the entire school year and meet the other qualifications set forth above shall receive of the full, appropriate longevity payment set forth below.

Permanent part-time food service personnel who work 20 hours or more, but less than 40 hours, shall be entitled to pro-rated longevity pay. The pro-rated percentage will be based on the regularly-scheduled hours worked of a full-time 40-hour workweek. (For example: an employee working 20 hours per week would be entitled to 50%, and an employee working 30 hours a week would be entitled to 75% of the longevity pay).

4. SCHEDULE

Effective July 1, 2017

- | | | |
|----|--|-------|
| a. | After the completion of 10 but less than 15 years of service | \$750 |
| b. | After the completion of 15 but less than 20 years of service | \$800 |
| c. | After the completion of 20 years of service | \$850 |

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

ARTICLE 16 SENIORITY

The length of full-time permanent, uninterrupted service of the employee for the Belmont School Department shall determine the seniority of the employee and shall be based on date of hire in the district, not date of membership in AFSCME.

ARTICLE 17 SICK LEAVE

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 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. 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.
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 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. 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.
3. Sick leave benefits shall be granted under this article when the employee is physically incapable of meeting his responsibilities due to illness or injury.
4. There shall be no benefits under this article during the first six months' employment. Upon completion of this period of employment, benefits shall accrue retroactively.
5. A medical certificate stating the nature of the illness, that the illness prevented reporting for work and that the employee is capable of resuming their responsibilities, shall be required after an absence exceeding four consecutive school days (all or part of a school day). At the discretion of the Director of Human Capital or designee, an updated medical certificate may be required, including one clearing an employee's fitness to return to work. It is understood that in the event the employer, for whatever reason, requires an employee to be examined by a physician selected by the employer, such examination shall be funded by the employer.
6. Part-time food service employees and part time custodial employees working a minimum of 20 hours per week shall receive a pro-rated number of day's sick leave per year. Pro-rating as described in this agreement shall mean proration based upon hours worked and not days worked (i.e. an employee who works four hours a day shall receive the same number of days of sick leave as a full time employee of similar years of seniority but shall only be paid for four hours on each paid sick leave day).
7. Sick Bank
 - (a) A sick leave bank for use by eligible employees covered by this contract who have exhausted their own sick leave and who have serious illness has been established.
 - (b) Employees new to the system shall contribute one (1) day of sick leave to the Bank in the first year of employment.
 - (c) The initial grant of sick leave by the Sick Leave Bank Committee to an eligible employee shall not exceed fifteen (15) days.
 - (d) Upon completion of the fifteen (15) day period, the period of entitlement may be extended by the Sick Leave Bank Committee upon the demonstration of need by the applicant.
 - (e) 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 Union. The Sick Leave Bank Committee shall determine the eligibility for use of the Bank and the amount of leave to be granted. The following criteria shall be used by the Committee in administering the Bank and in determining eligibility and amount of leave:

1. Adequate medical evidence of serious illness.
 2. Prior utilization of all eligible sick leave.
 3. Length of service in the Belmont School System.
 4. Propriety of use of previous sick leave.
- (f) Employees retiring will have the option of donating up to 25% of their accumulated sick leave to the Sick Leave Bank.
- (g) 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 becomes necessary to replenish the Bank.
- (h) Following the ratification of the Agreement, the School Committee shall add 100 days to the sick leave bank on a one-time basis.

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

ARTICLE 18 EXCUSED LEAVE

1. In each year starting July 1st, full-time custodians 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. In addition, full-time custodians may be granted an additional one (1) day of excused absence with pay for valid reasons subject to these same standards. Requests stating reasons shall be made in writing through their immediate supervisors. The days taken in this Section need not be taken in any particular order.

2. In each year starting July 1st, all other employees may be granted three (3) days of excused absence with pay for valid reasons subject to these same standards. Requests stating reasons shall be made in writing through their immediate supervisor.

3. Except in cases of unforeseen emergency, notices and requests must be submitted in writing to the immediate supervisor or designee at least five school days prior to the excused leave. In emergency cases, satisfactory documentation must be submitted to the immediate supervisor within 5 school days of return to work.

4. There shall be no benefits under this article during the first six months' employment. Upon completion of this probationary period of employment, benefits shall accrue retroactively.

ARTICLE 19 LEAVES OF ABSENCE FOR DELEGATE

One delegate elected from this bargaining unit shall be granted up to two days' time off without loss of pay to attend the convention of State Council 93.

ARTICLE 20 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 (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, aunt or uncle, niece and nephew 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 TIME

1. Food Service and Custodial/Maintenance employees with less than one year's service will accumulate one vacation day with pay for each full month of employment to a maximum of 10 days per year.
2. Food Service and Custodial/Maintenance employees with service of one but less than four years of service within the calendar year will have paid vacation leave of two weeks.
3. Food service employee hired after the 2011 school year (July 1, 2012) will accrue a maximum of three (3) weeks of vacation (15 days) to be used during the school vacation weeks listed below in item #14.
4. Custodial/Maintenance employees who have completed service of four but less than ten consecutive years of service within the calendar year will have paid vacation leave of three weeks.
5. Upon completion of ten (10) years of service, Food service employees hired before July 1, 2012 and Custodial/Maintenance employees will receive four (4) weeks of paid vacation leave.
6. Upon the completion of twenty (20) years of service, Food service employees hired before July 1, 2012 and Custodial/Maintenance employees will receive five (5) weeks of paid vacation leave.
7. All such paid vacation leave earned and due on an employee's anniversary date of employment which falls between September 1 and December 31 that is not granted within that calendar year shall be added to the employee's paid vacation leave the following year
8. An employee leaving during the year is entitled to accumulated vacation time.
9. If a holiday falls within an employee's vacation period, they will be entitled to equal time off at a time approved by their supervisor, except as provided in paragraph 11 below.
10. There shall be no benefits under this article during the first six months' employment. Upon completion of this period of employment, benefits shall accrue retroactively.
11. Part-time food service and custodial employees who are covered by this agreement will have vacation benefits pro-rated on the basis of the above provisions. Pro-rating as described in this agreement shall mean proration based upon hours worked and not days worked (i.e. an employee who works four hours a day shall receive the same number of days of vacation as a full time employee of similar years of seniority but shall only be paid for four hours on each paid vacation day).
12. Food Service employees shall not be granted equal time off during a normal workweek if a holiday falls during their vacation period.
13. Vacation leave may not be used by a Food Service employee on a day when school is in session.
14. 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.
15. Custodial/Maintenance may not take more than two (2) consecutive weeks' vacation during a time when school is in session.

16. All accrued vacation leave shall be paid to Food Service employees at the end of every school year and may not be carried forward.

ARTICLE 22 LEAVE USAGE NOTIFICATION

The Committee agrees to make every effort in the first year of the contract to notify all employees twice yearly of the status of leave remaining with regard to Sick Leave, Excused Leave and Vacation Leave and will make such notification at regular intervals twice a year in subsequent years.

ARTICLE 23 JURY PAY

An employee serving on jury duty shall be paid his normal week's wages less such sum as he is to be paid by the county or other governmental authority calling him to such duty.

ARTICLE 24 HOLIDAYS

1. The following days shall be paid holidays for full-time employees when said days fall within the employee's regular work year:

December 31	Independence Day
New Year's Day	Labor Day
Dr. Martin Luther King Day	Indigenous People's Day
Presidents' Birthday	Veterans' Day
Patriots' Day	Thanksgiving Day
Memorial Day	Christmas Eve
Juneteenth	Christmas Day

Any employee who is scheduled to work on Juneteenth or on the day the holiday is observed by Belmont Public Schools will have a paid holiday.

If one of the holidays listed above should fall on a Saturday (or on Sunday, in the case of Christmas Eve and New Year's Eve) employees shall be given compensatory time off. In addition, Martin Luther King Day shall be a paid holiday provided it falls on Monday through Friday and on a day that school is not normally in session. Half-holidays shall be granted on Good Friday and on the day before Thanksgiving provided that school is in session for either half of a day or not at all.

In addition to the paid holidays listed in paragraph 1 above, custodians shall receive the day after Thanksgiving Day as a paid holiday. Any custodian who is required to work on this day will be paid straight time for the hours worked on that day in addition to holiday pay for that day, except in cases where the custodian is required to work on a special event for said day in which case Article 10 will apply.

2. Holiday pay shall be eight hours at the straight time rate for full days and four hours' pay for half days.

3. Any employee required to work on a holiday shall receive, in addition to regular holiday pay, an amount equal to one and one-half times his regular rate of pay for all hours worked. 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.

4 In addition to the paid holidays listed in paragraph 1 above, full-time food service employees shall receive day or parts of days as additional paid holidays as follows:

Half day before Thanksgiving Day
Day after Thanksgiving Day

5. If the Town's "Personnel Policy Guide" adopted under Article XIII B of its Bylaws is changed to provide increased holiday benefits for comparable employees, the Committee will provide equal benefits for the employees covered by this agreement.

ARTICLE 25 DUES AND CREDIT UNION DEDUCTIONS

1. Upon submission of appropriately signed deduction cards, monthly deductions from pay will be made for Union dues and for the Belmont Municipal Federal Credit Union for those employees who authorize the same in the manner provided in paragraph 2 below.

2. Cards authorizing such deductions will be signed by the employee and submitted to the Superintendent of Schools or his designee 30 days prior to the effective date of the first deduction. Employees desiring to discontinue the deduction of dues shall do so by submitting in writing a 60 day notice to this effect to the Superintendent.

3. Effective July 1, 2008, any employee employed by the Belmont School Committee shall be subject to an agency service fee unless the employee is or becomes a member of Local 408. Pursuant to MGL, chapter 150E, Section 12, it shall be a condition of employment that one or after the thirtieth (30th) day of employment in the bargaining unit, or the effective date of this Agreement, whichever is later, each and every member of the bargaining unit shall pay to the Association an agency fee, which shall be proportionally commensurate with the costs defined by law and by the Massachusetts Labor Relations Commission's regulations contained in 456 CMR 17:00 Agency Service Fee. The Agency Service Fee shall be deducted from each paycheck pursuant to payroll authorization

ARTICLE 26 BULLETIN BOARDS

Parties to this agreement may use the appropriately designated bulletin boards for notice of routine nature related to members of the bargaining unit. It is agreed that no material of political or inflammatory nature will be posted.

ARTICLE 27 TOWN INSURANCE PLANS

All permanent full-time employees may elect to participate in the medical and life insurance plans offered by the Town.

ARTICLE 28 FOOD SERVICE JOB SPECIFICATIONS

Detailed food service job specifications are available to food service employees upon request to the Food Services Director.

ARTICLE 29 UNIFORMS

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)
 - 1 pair of winter boots (OSHA approved) every 3 years
 - 3 pairs of shorts for summer months (day after the last day of school through the day before the first day of school)
-
- A selection of work shoes and boots will be chosen from a predetermined catalog/source. Employees may choose to purchase shoes/or boots independently. If they choose this option, they may be reimbursed up to \$200 for shoes and/or boots annually, and winter boots every 3 years, and must provide evidence of OSHA compliance, e.g. an OSHA tag must be on the shoed/boots.
 - Employees must submit proof of purchases for reimbursement for shoes/boots no later than April 1 of each school year.
 - Employees have an obligation to ensure that they are wearing pants when the assignment or duty includes some risk of possible physical harm (stripping chemicals, weed whacking, use of machinery, etc.).
 - The Director of Facilities and the Food Service Director will convene a labor-management committee for the purposes of choosing uniforms and footwear.

Food Service Employees

- 5 Shirts per year
 - 5 Aprons per year
-
- A selection of work shoes and boots will be chosen from a predetermined catalog/source. Employees may choose to purchase shoes/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.
 - Food service employees have a maintenance/cleaning of clothing allowance of \$200 in a separate paycheck (last paycheck).

ARTICLE 30 FOOD SERVICE SUBSTITUTES

A full-time permanent food service employee will be paid at Step 1 of the classification for the position in which she serves as a successful substitute after five continuous days of satisfactory service in this position, beginning with the sixth day of such service, at which time such pay will become retroactive to the first day of service as a substitute in that assignment.

ARTICLE 31 COMPENSATION FOR WORK RELATED INJURY

1. In case of incapacity because of injury sustained in the course of employment, employees will receive workmen's 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 eligible to the employee is the difference between the workmen's compensation rate and the base 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 workmen's 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 eligible to the employee.
3. When an employee is not eligible for workmen's compensation during the initial waiting period required under the workmen's compensation law, the provisions of Article 16, Sick Leave, shall be applied.

ARTICLE 32 WORK DURING SCHOOL CANCELLATION

All full-time Custodial and Maintenance personnel covered by this contract shall report to work when school is not in session because of inclement weather or when school sessions are canceled for any other reason. After snow removal is completed for the day, Custodial/Maintenance personnel may be allowed to go home without any loss of wages at the discretion of the Director of Facilities or designee. Food service employees may use a vacation day or personal day when school is not in session due to inclement weather.

ARTICLE 33 PROBATIONARY PERIOD

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 6 Grievances; Article 13 Job Posting and Bidding; Article 16 Sick Leave; Article 17 Excused Leave; Article 18 Leaves of Absence for Delegate; and, Article 19 Funeral Leave. Upon successful completion of the probationary period, these benefits shall accrue retroactively.

ARTICLE 34 JUST CAUSE

No employee shall be disciplined or reduced in rank or compensation without just cause.

ARTICLE 35 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 action shall be subject to appropriate negotiations between the 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 36 MEDICAL INSURANCE

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, Local 408 of AFSCME would not oppose such a change. The union reserves its right to bargain over the percentage of employer-employee contribution.

- a. For all new hires after the 2021-2022 school year, the Town of Belmont will pay 75% of the cost of the premium for the HMO health insurance plan, and members of the bargaining unit will pay 25% of the cost. Existing employees as of the 2021-2022 school year will remain at the 80 / 20 split.
- b. Upon agreement by all town and school unions, the Town of Belmont will pay 75% of the cost of the premiums for the PPO health insurance plan, and members of the bargaining unit will pay 25% of the cost.
- c. For new members of the bargaining unit as of the 2022-2023 school year (when the split will be 75% / 25% for the HMO health insurance plan), the Town of Belmont will provide stipends of \$400 per year for a single plan and \$1,200 per year for a family plan for the 2022-2023 and the 2023-2024 school years to partially offset the cost of the health insurance plan. These stipends will sunset as of June 30, 2024 and shall not continue unless the parties negotiate and agree otherwise.

ARTICLE 37 STIPENDS

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 the 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.
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.
6. Working Foreman – Maintenance Class A Foreman will receive an annual stipend of \$1,200 per year.

ARTICLE 38 ASBESTOS SAFETY, MAINTENANCE AND REMOVAL TRAINING

The district shall 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

1. The performance of each member of the bargaining unit shall be evaluated each year. 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	
Food Service Employees	Director of food Services	Building Principal

ARTICLE 40 WORKING OUT OF CLASSIFICATION

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.

ARTICLE 41 TOWN BUILDINGS

The Belmont School Committee and AFSCME Council 93 Local 408 agree that, if there is a time-sensitive matter, employees under this agreement may be temporarily assigned to perform duties in other Town buildings under the direction of the Director of Facilities where the assignment does not conflict with responsibilities under the Town’s agreement with AFSCME Council 93 Local 408.

ARTICLE 42 COVID-19 VACCINATIONS

- a. Understanding that vaccinations are a critical health and safety precaution against COVID-19, the parties will require all employees to be fully vaccinated against COVID-19. All AFSCME members are mandated to get vaccinated, unless they qualify for a religious or medical exemption, and must provide proof of at least the first vaccination shot to the District no later than two (2) weeks after ratification of this Agreement. Proof of full vaccination series must be provided to the district no later than six (6) weeks after ratification of this Agreement.
- b. To establish that AFSCME members have received a vaccine, they will need to submit a copy of the vaccination receipt they received when vaccinated or an equivalent document obtained from the entire administering the vaccine. The verification must identify the employee by name, the date the vaccine dose was/were administered, and whether the individual has completed the vaccination regimen or requires an additional dose. If the vaccination receipt provides any other information pertaining to the employee's health condition, the employee may redact that information on a copy of the receipt.
- c. Individual vaccination status and exemptions will be kept confidential. Information will be stored in an employee's medical file and not subject to FOIA. Aggregate data can be shared with the community.
- d. The employer will comply with federal and state law with respect to vaccination exemptions for medical or religious reasons.
- e. All unvaccinated employees intending to pursue a religious or medical exemption must submit notice of their intent to do so via an email to the Director of Human Capital no later than two (2) weeks after ratification of this Agreement ~~by __, 2021~~. All applications, including supporting documentation for a religious or medical exemption must be submitted to the Director of Human Capital no later than four (4) weeks after ratification of this Agreement ~~prior to __, 2021~~. An employee who does not submit proof of at least the first vaccination or intent to apply for a valid exemption no later than two (2) weeks after ratification of this Agreement ~~by __, 2021~~ will be placed on unpaid leave until the end of the school year.
- f. All unvaccinated employees who have an approved religious or medical exemption must submit to routine COVID-19 testing provided by the district (if the district still requires testing of unvaccinated employees), wear a mask, and comply with any other established COVID-19 safety precautions at all times – even after those precautions are no longer in place for vaccinated individuals, and that those precautions do not constitute retaliation.

Any employee who fails to comply with these health and safety protocols may be subject to progressive discipline up to and including termination.

ARTICLE 43 RESPIRATOR USAGE

- a. All AFSCME members who will be using a respirator must participate in training on how to effectively use a respirator.
- b. All AFSCME members who will be using a respirator must undergo a certified fit test from an independent agent.
- c. All AFSCME members who will be using a respirator and will be undergoing a fit test from an independent agent must first undergo a medical examination to assess fitness for respirator use by an independent doctor. The Director of Human Capital will meet with any employees who do not pass the medical examination to determine if there are any reasonable accommodations that can be provided.

ARTICLE 44 BUILDING & TRADE LICENSE

For any buildings & trade license required as part of their job (*e.g.* electrician or plumber), the Belmont Public Schools will pay for the license renewal fee and the cost of approved coursework necessary to maintain a valid license.

APPENDIX A

**HOURLY WAGE SCHEDULE
FOOD SERVICE**

1. All food service employees with more than five months' satisfactory service and presently not at the maximum step of the classification and pay plan shall advance as of July 1, 2008 to the next higher step in the classification and pay plan until reaching maximum and shall receive, plus the step increase, the general wage increase.
2. A new food service employee must wait until the successful completion of five months' service as of July 1 of a given year in order to advance in step as explained in paragraph one. If this service requirement has not been met, the new employee will remain on the same step but move to the new hourly wage scale.
3. Any food service employee who obtains or possesses a Serve Safe Certification will receive an annual stipend of \$200 per year, paid on or about the first payroll, October, unless otherwise mutually agreed.
4. In the event that the employee's salary increase does not cover the added contribution of the health insurance premium, an amount will be provided to make the employee "whole." The amount will be off the salary base and will be provided one time only.

FOOD SERVICE CLASS A

HEAD COOKS, HIGH AND MIDDLE SCHOOLS

Hourly Rate
Effective on or around

	<u>July 1, 2021</u>	<u>July 1, 2022</u>	<u>July 1, 2023</u>
Step 1	\$23.50	\$23.97	\$24.45
Step 2	\$23.97	\$24.45	\$24.94
Step 3	\$24.45	\$24.94	\$25.44
Step 4 (after 6 years)	\$24.94	\$25.44	\$25.95
Step 5 (after 10 years)	\$25.44	\$25.95	\$26.46
Step 6 (after 15 years)	\$25.95	\$26.46	\$26.99

Note: advancement to steps 4, 5 and 6 only after years of service as noted.

FOOD SERVICE CLASS B

HEAD COOKS, ELEMENTARY SCHOOLS

Hourly Rate
Effective on or around

	<u>July 1, 2021</u>	<u>July 1, 2022</u>	<u>July 1, 2023</u>
Step 1	\$19.00	\$19.38	\$19.77
Step 2	\$19.38	\$19.77	\$20.16
Step 3	\$19.77	\$20.16	\$20.57
Step 4 (after 6 years)	\$20.16	\$20.57	\$20.98
Step 5 (after 10 years)	\$20.57	\$20.98	\$21.40
Step 6 (after 15 years)	\$20.98	\$21.40	\$21.83

Note: advancement to steps 4, 5 and 6 only after years of service as noted.

FOOD SERVICE CLASS C

FOOD SERVICE EMPLOYEES

Hourly Rate
Effective on or around

	<u>July 1, 2021</u>	<u>July 1, 2022</u>	<u>July 1, 2023</u>
Step 1	\$16.00	\$16.32	\$16.65
Step 2	\$16.32	\$16.65	\$16.98
Step 3	\$16.65	\$16.98	\$17.32
Step 4 (after 6 years)	\$16.98	\$17.32	\$17.67
Step 5 (after 10 years)	\$17.32	\$17.67	\$18.02
Step 6 (after 15 years)	\$17.67	\$18.02	\$18.38

Note: advancement to steps 4, 5 and 6 only after years of service as noted.

FOOD SERVICE CLASS D

ASSISTANT COOKS, HIGH AND MIDDLE SCHOOLS

Hourly Rate, effective on or around

	<u>July 1, 2021</u>	<u>July 1, 2022</u>	<u>July 1, 2023</u>
Step 1	\$18.00	\$18.36	\$18.73
Step 2	\$18.36	\$18.73	\$19.10
Step 3	\$18.73	\$19.10	\$19.48
Step 4 (after 6 years)	\$19.10	\$19.48	\$19.87
Step 5 (after 10 years)	\$19.48	\$19.87	\$20.27
Step 6 (after 15 years)	\$19.87	\$20.27	\$20.68

Note: advancement to steps 4, 5 and 6 only after years of service as noted.

APPENDIX B

1. All custodial employees with more than six months' satisfactory service and presently not at the maximum step of the classification and pay plan shall advance as of July 1, 2008 to the next higher step in the classification and pay plan until reaching maximum and shall receive plus the step increase, the general wage increase.

2. A new custodial employee must wait until the successful completion of six months' service as of July 1 of a given year in order to advance in step as explained in paragraph one. If this service requirement has not been met, the new employee will remain on the same step but move to the new hourly wage scale.

**HOURLY WAGE SCHEDULE
CUSTODIAL**

CUSTODIAL CLASS A

HEAD CUSTODIANS, HIGH AND MIDDLE SCHOOLS

Hourly Rate
Effective on or around

	<u>July 1, 2021</u>	<u>July 1, 2022</u>	<u>July 1, 2023</u>
Step 1	\$25.68	\$26.19	\$26.71
Step 2	\$26.82	\$27.35	\$27.90
Step 3	\$27.90	\$28.45	\$29.02
Step 4 (after 6 years)	\$28.99	\$29.56	\$30.16
Step 5 (after 10 years)	\$30.12	\$30.72	\$31.33
Step 6 (after 15 years)	\$31.26	\$31.88	\$32.52

Note: advancement to steps 4, 5 and 6 only after years of service as noted.

CUSTODIAL CLASS B

HEAD CUSTODIANS, ELEMENTARY SCHOOLS

Hourly Rate
Effective on or around

	<u>July 1, 2021</u>	<u>July 1, 2022</u>	<u>July 1, 2023</u>
Step 1	\$24.26	\$24.75	\$25.24
Step 2	\$25.36	\$25.86	\$26.38
Step 3	\$26.34	\$26.87	\$27.41
Step 4 (after 6 years)	\$27.36	\$27.90	\$28.46
Step 5 (after 10 years)	\$28.40	\$28.97	\$29.55
Step 6 (after 15 years)	\$29.50	\$30.09	\$30.70

Note: advancement to steps 4, 5 and 6 only after years of service as noted.

CUSTODIAL CLASS C

ASSISTANT CUSTODIANS

Hourly Rate, effective on or around

	<u>July 1, 2021</u>	<u>July 1, 2022</u>	<u>July 1, 2023</u>
Step 1	\$20.43	\$20.83	\$21.25
Step 2	\$21.37	\$21.80	\$22.23
Step 3	\$23.31	\$23.77	\$24.25
Step 4 (after 6 years)	\$24.21	\$24.70	\$25.19
Step 5 (after 10 years)	\$25.14	\$25.65	\$26.16
Step 6 (after 15 years)	\$26.12	\$26.64	\$27.17

Note: advancement to steps 4, 5 and 6 only after years of service as noted.

MAINTENANCE CLASS A

SYSTEM-WIDE

Hourly Rate, effective on or around

	<u>July 1, 2021</u>	<u>July 1, 2022</u>	<u>July 1, 2023</u>
Step 1	\$25.47	\$25.98	\$26.50
Step 2	\$26.54	\$27.07	\$27.61
Step 3	\$27.57	\$28.12	\$28.69
Step 4 (after 6 years)	\$28.66	\$29.23	\$29.81
Step 5 (after 10 years)	\$29.75	\$30.34	\$30.95
Step 6 (after 15 years)	\$30.88	\$31.50	\$32.13

Note: advancement to steps 4, 5 and 6 only after years of service as noted.

MAINTENANCE CLASS B

HIGH SCHOOL AND CENTRAL OFFICE

Hourly Rate, effective on or around

	<u>July 1, 2021</u>	<u>July 1, 2022</u>	<u>July 1, 2023</u>
Step 1	\$22.94	\$23.40	\$23.87
Step 2	\$23.93	\$24.41	\$24.90
Step 3	\$25.43	\$25.94	\$26.46
Step 4 (after 6 years)	\$26.46	\$26.98	\$27.52
Step 5 (after 10 years)	\$27.46	\$28.01	\$28.57
Step 6 (after 15 years)	\$28.52	\$29.09	\$29.68

Note: advancement to steps 4, 5 and 6 only after years of service as noted.

Custodian Shift Differential

Second Shift - 3:00 p.m. to 11:00 p.m.

In addition to the above established wage rates, the employer shall pay an hourly premium of \$.50 to all employees working a second shift for all hours worked between 3:00 to 11:00 p.m.

Third Shift - 12 Noon to 9:00 p.m.

In addition to the above established wage rates, the employer shall pay an hourly premium of \$.45 to all employees working a third shift for all hours worked between 12 noon to 9:00 p.m.

Extraordinary Shift - 6:00 p.m. to 2:00 a.m.

In addition to the above established wage rates, the employer shall pay an hourly premium of \$.50 to all employees working a fourth shift for all hours worked between 11:00 p.m. to 7:00 a.m.

Head Custodian, High School and Middle School

The Head Custodian at the High School and Middle School will receive \$.45 per hour in addition to the Class A rate. Assistant Custodian filling in for the Head Custodian shall be paid at the Head Custodian's rate commencing on the day following the second consecutive week of filling in for the Head Custodian. This fill-in pay will not be retroactive. This section will not be applicable in cases where the Head Custodian is out on vacation.

The parties agree that a wage study shall be completed for all employee classifications within the bargaining unit with the understanding that this study shall be done internally and the results shall not be binding on the School Committee.

The Director of Human Capital will notify and meet with the union steward regarding new hires at what step or pay scale the hire will be offered for those new employees hired beyond step 1.