

COLLECTIVE BARGAINING AGREEMENT

between

THE BELMONT SCHOOL COMMITTEE

and

BELMONT EDUCATION ASSOCIATION

UNIT C

Effective

July 1, 2022 – June 30, 2025

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AGREEMENT

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, 2022, by the Belmont School Committee (hereinafter sometimes referred to as the “Committee”) and the Belmont Education Association, Unit C, (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 administrative assistants and clerical aides, herein referred to as staff or employees, 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 Superintendent determines to abolish staff positions or to reduce the number of employees in the unit, layoff will be in the reverse order of seniority within the staff classifications, subject to qualifications and skills. The Superintendent and/or his or her designee shall be the sole judge of qualifications, so long as such determination is not unreasonable.

b. For the purposes of this Article, there are two staff job classifications:

(1) Administrative Assistants

(2) Clerical Aides

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) in a staff position. An employee will acquire seniority after completing the probationary period and their 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 classification, 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 Belmont Public Schools shall be counted if such employee: voluntarily resigns his or her 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 reduction in force 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. Staff 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. Staff 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 a position in their classification 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 their layoff status.

6. No employee shall be disciplined or reduced in rank or compensation without just cause. No employee outside of their probationary period may be discharged without just cause.

7. Personnel Records

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

b. No material derogatory to an administrative assistant's conduct, service character, or personality shall be placed in the file unless the employee has had an opportunity to read the material. The employee shall acknowledge the material by signing a statement indicating that the employee has read the contents but is not necessarily in agreement with them. The employee 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 employee's file.

d. Upon written request the employee shall be given access to the contents of the employee's 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 employee shall be furnished a reproduction of any material in the employee's file, with the exception of confidential material solicited by the school system from other employers or personal references.

8. Information - The Superintendent and or his or her designee 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. Within ten (10) days of each educator's acceptance of employment, or change in job status (i.e. change in bargaining unit, change in FTE, or change in job title) the Committee shall send to the Association the educator's assignment letter. Any separate letter confirming separation of employment will be shared with the Association as well within the same period of time.

ARTICLE 3 - DURATION

1. Contract shall become effective as of July 1, 2022, and shall continue in effect to and including June 30, 2025, 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. Otherwise if either party gives notice of its desire to modify the agreement at the end of the three years by October 15 of the last contract year, then the first meeting will be scheduled for no later than November 15. At that meeting the parties will agree as to when proposals will be presented to each party.

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 Education 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 Education 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 representative 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 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, with exception of clerical aides who shall be paid straight time for all hours up to forty (40) hours in a week and paid time and one half for any time worked over forty (40) hours per week..

ARTICLE 6 - LONGEVITY

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 in the first payroll of June a payment of one-half the appropriate longevity payment appearing in the schedule set forth below and a further payment of one-half in the first payroll of the following December.

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 in the first payroll in December a payment of one-half the appropriate longevity payment appearing in said schedule and a further payment of one-half in the first payroll in June of the succeeding year.

3. The longevity schedule for 52 week administrative assistants shall be:
a. From 5 through 9 years of service \$825.00 Annually

b. From 10 through 14 years of service	\$925.00 Annually
c. From 15 through 19 years of service	\$1050.00.00 Annually
d. 20 years of more of service	\$1150.00 Annually

Notwithstanding the above, all 46-, 44- and 42-week administrative assistants with ten (10) or more years of service shall receive \$500 per year on the first payroll of June. Clerical aides are not eligible for longevity.

4. Notwithstanding the above, all 46, 44 and 42 week administrative assistants with ten (10) or more years of service shall receive \$400 per year on the first payroll of June. Clerical aides are not eligible for longevity.
5. Upon termination/retirement, qualified employees will receive their longevity entitlement due pro-rated in the final pay check.

ARTICLE 7 - VACATION TIME

Only 52 week administrative assistants are eligible for vacation time.

1. Only 52 week administrative assistants with service of 1 through 4 consecutive years of service completed within the calendar year will have paid vacation leave of 2 weeks.
2. Only 52 week administrative assistants with service of 5 consecutive years of service completed within the calendar year will have paid vacation leave of 3 weeks.
3. Only 52 week administrative assistants with service of 10 consecutive years of service completed within the calendar year will have paid vacation leave of 4 weeks.
4. Only 52 week administrative assistants with service of 15 consecutive years of service completed within the calendar year will have paid vacation leave of 4 weeks and 1 day.
5. Only 52 week administrative assistants with service of 20 consecutive years of service completed within the calendar year will have paid vacation leave of 4 weeks and 2 days.
6. Only 52 week administrative assistants with service of more than 25 years of service completed within the calendar year will have paid vacation leave of 5 weeks.
7. All such paid vacation leave earned and due on a 52-week administrative assistant'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.
8. A 52-week administrative assistant leaving during the year is entitled to accumulated vacation time.
9. If a holiday falls within a 52-week administrative assistant's vacation period, the employee will be entitled to equal time off at a time approved by their supervisor.
10. 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.
11. 52-week administrative assistants 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 Principal or immediate supervisor. 52-week administrative assistants may be permitted to take vacation time during winter break, February vacation week, and April vacation week with approval of the Principal or immediate supervisor.
12. 52-week administrative assistants will be permitted to accrue unused vacation days to a maximum of no more than 50 days. Any existing 52-week administrative assistant 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 52-week administrative assistant 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 251.
2. As of September 1st of each year, each member of the 44-week staff and 42-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 251.
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.
4. As of September 1st of each year, each member of the clerical aide staff shall be credited with ten (10) days sick leave to be added to any such leave accumulated in previous years to a total of 227.
5. Sick leave benefits shall be granted under this article when the employee is physically incapable of meeting the employee’s responsibilities due to illness or injury or is absent due to illness of a member of the employee’s immediate family or household.
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. Sick leave may be used for medical appointments by all unit members.

ARTICLE 9 - EXCUSED LEAVE

1. Annually, only 52 week* administrative assistants who have completed the six months probationary period shall exercise their discretion in taking up to four (4) 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, 44 week and 42 week administrative assistants are permitted three (3) days under the same conditions. Annually, clerical aides are permitted two (2) days under the same conditions.
2. Notice must be submitted in writing to the immediate supervisor or the supervisor’s designee at least seventy-two (72) hours before the absence is to occur, except in the case of an emergency, in which case notice shall be given as soon as possible.
3. Administrative assistants shall report to work on days when school is cancelled due to inclement weather, except as otherwise provided below in this article. If there is not enough cleared parking or the walkway to the building is not cleared, the administrative assistant may request to work from home with approval of the Building Principal or immediate supervisor without loss of pay or benefit day. Clerical aides do not report to work on days when school is cancelled due to inclement weather.

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 administrative assistant, grant permission for the administrative assistant not to report to work. The administrative assistant may take an excused leave day with the approval of the immediate supervisor except that an administrative assistant who is the only administrative assistant in a building shall not be required to report for work if a supervisor does not report to work due to inclement weather.

When a weather-related State of Emergency which covers the Town of Belmont is declared by the Governor, administrative assistants 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, administrative assistants 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 administrative assistants shall be allowed to leave one-half hour after the last student has left the whole school system and shall suffer not 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.

If a building is opened late due to such emergency, administrative assistants shall be allowed to arrive 30 minutes before students are due to arrive in that particular school and shall be allowed to leave at the end of their regular shift, and shall suffer no loss of pay.

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.

4. Only 52 week employees who do not use the 4 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.

ARTICLE 10 - BEREAVEMENT 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 bereavement days. In addition, up to a maximum of two bereavement leave days will be granted for each death 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.

3. Upon request, an additional bereavement day may be granted by the Superintendent or designee.

ARTICLE 11 - JOB POSTING

1. Any vacancy in a position covered by the Contract shall be posted electronically via email message to all Belmont Public Schools staff. Vacancies may also be posted online 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, they 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 they do not wish to continue in the position, they shall be returned to the old position and rate.

5. 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

1. All 52 week administrative assistants shall receive the following holidays with pay:

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

All 44 and 46 week administrative assistants shall receive the following holidays with pay:

New Year's Day	Labor Day	Half Day before Thanksgiving
Martin Luther King Jr. Day	Columbus Day	Thanksgiving Day
Memorial Day	Veteran's Day	Friday following Thanksgiving Day
Presidents' Day		Christmas Day

All 42 week administrative assistants shall receive the following holidays with pay:

New Year's Day	Labor Day	Half Day before Thanksgiving
Martin Luther King Jr. Day	Columbus Day	Thanksgiving Day
Memorial Day	Veteran's Day	Friday following Thanksgiving Day
		Christmas Day

Clerical aides are not eligible for holidays with pay.

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 an 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. 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. 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.

ARTICLE 13 - WORK YEAR FOR PARTIAL YEAR EMPLOYEES

46 Week Administrative assistants

The work year of forty-six (46) week administrative assistants consists of 225 paid days, including:

- Eighteen (18) days prior to the start of school
- 179.5 days school is in session (The Wednesday before Thanksgiving is a half work day)
- Seventeen (17) days following the last day of school
- Ten and one half (10.5) paid holidays
- There will be no work during December, February, or April school vacation weeks unless requested to do so by the Principal or Supervisor and agreed upon by the employee
- Any days worked during December, February or April vacation weeks shall be deducted from the days scheduled during summer break.

44 Week Administrative assistants:

The work year of forty-four (44) week administrative assistants consists of 215 paid days, including:

- Thirteen (13) days prior to the start of school
- 179.5 days school is in session (The Wednesday before Thanksgiving is a half work day)
- Twelve (12) days following the last day of school
- Ten and one half (10.5) paid holidays
- There will be no work during December, February, or April school vacation weeks unless requested to do so by the Principal or Supervisor and agreed upon by the employee

- Any days worked during December, February or April vacation weeks shall be deducted from the days scheduled during summer break.

42 Week Administrative assistants:

The work year of forty-two (42) week administrative assistants consists of 205 paid days, including:

- Eight (8) days prior to the start of school
- 179.5 days school is in session (The Wednesday before Thanksgiving is a half work day)
- Seven (7) days following the last day of school
- Nine and one half (9.5) paid holidays
- There will be no work during December, February, or April school vacation weeks unless requested to do so by the Principal or Supervisor and agreed upon by the employee
- Any days worked during December, February or April vacation weeks shall be deducted from the days scheduled during summer break.

Clerical Aides:

The work year of clerical aides consists of 180 school days.

ARTICLE 14 - 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 15 - WORK DURING SCHOOL CANCELLATION

1. Except as provided in Article 9 of this Agreement, administrative assistants shall report to work on days when school is cancelled due to inclement weather. If an administrative assistant is late, the time can be made up by working extra hours on succeeding days. Clerical Aides do not report to work on days when school is cancelled due to inclement weather.
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 administrative assistant, grant permission for the administrative assistant not to report to work. The administrative assistant may take an excused leave day with the approval of the immediate supervisor except that an administrative assistant who is the only administrative assistant 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, administrative assistants 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 administrative assistants and clerical aides 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 administrative assistants 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.
4. If a building is opened late due to such emergency, school administrative assistants and clerical aides shall be allowed to arrive 30 minutes before students are due to arrive in that particular school and shall suffer no loss of pay.

ARTICLE 16 - 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), and Article 9 (Excused Leave). However, during this probationary period, employees may utilize one day of excused/personal leave. 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.

ARTICLE 17 - ASSOCIATION REPRESENTATIVE

The 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 18 - EMPLOYEE RESIGNATION

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

ARTICLE 19 - REST PERIODS

Work schedules of administrative assistants 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. This shall apply only to Clerical Aides who work six (6) hours or more per day.

ARTICLE 20 - 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 21 - 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.
3. The Committee agrees to provide for payroll deduction of individual premium payments for disability insurance, with premium costs to be paid by the employee. These vendors shall include the MTA and any other vendors as identified by the Town.

ARTICLE 22 - JOB DESCRIPTIONS

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

The preexisting scope of duties performed by clerical aides shall not be limited or otherwise altered as a result of their inclusion in the Unit C bargaining unit.

The Committee shall post job descriptions on the District's website and provide the appropriate job description to new employees or those transferring into a position.

ARTICLE 23 - TECHNOLOGICAL CHANGE

1. The Superintendent 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 Superintendent and or his or her designee 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 Superintendent and/or his or her designee 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 Superintendent 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 Superintendent and or his or her designee 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 employee and supervisor). A substitute will be provided for the administrative assistant. The employee will be paid at their standard rate for the hours in training should that training be other than the normal work hours.

4. By the end of the duration of this agreement, all employees within the bargaining unit shall have achieved proficiency in all required technologies including but not limited to Microsoft Outlook, Microsoft Word, Microsoft Excel, Microsoft PowerPoint, and Microsoft Access. Proficiency shall be defined as a passing score on an industry standard test administered by Belmont Public Schools. Prior to any test being administered, all employees will be provided training on that technology pursuant to the terms of Section 3 of this Article. Belmont Public Schools is committed to working with all employees to help them achieve proficiency; however, any employee who has not achieved proficiency in the required technologies by the end of the duration of this agreement shall be subject to termination.

ARTICLE 24 - LEAVES OF ABSENCE

1. **Unpaid Leaves** An unpaid leave of absence for personal reasons shall be granted with the approval of the administrative assistant's immediate supervisor, and the Superintendent or designee, if such administrative assistant has been employed more than three years. Such leave may be up to one year in length depending upon the administrative assistant's request. An administrative assistant on approved leave shall be allowed to return to the position at the end of the leave providing that the position still exists. No seniority shall accrue during the leave but the administrative assistant 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. Clerical Aides are eligible for unpaid leaves.

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 employee 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 an administrative assistant 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. Clerical aides are not eligible for extended maternity leaves.

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 25 - SUMMER HOURS

All school buildings will close at 1:00 p.m. on Fridays during the weeks of summer vacation, when school is not in session. Administrative assistants will adjust their hours worked by reducing their lunch period from sixty (60) minutes to thirty (30) minutes, Monday through Thursday and take no lunch break on Fridays, in order to leave at 1:00 p.m. on Fridays. This does not apply to clerical aides.

ARTICLE 26 - 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 extended 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. Employees new to the Association shall contribute one (1) day of sick leave to the Sick Leave Bank in the first year of employment.

ARTICLE 27 - 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 Association would not oppose such a change. The Association reserves its right to bargain over the percentage of employer-employee contribution.
5. This applies to clerical aides who are eligible for benefits through the Town of Belmont.

ARTICLE 28 - WORK HOURS

1. The work day of a full-time administrative assistant is eight (8) hours; seven (7) hours of paid work and a sixty (60) minute unpaid duty free lunch period,
2. In any office where there are two or more administrative assistants, 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.

ARTICLE 29 - PERFORMANCE EVALUATION

1. All of the employees in all classifications within the bargaining unit shall have his or her performance evaluated once a school year by his or her immediate supervisor. The evaluator shall review the employee's proficiency at his or her job duties with the goal of fostering growth and development of skills and enhancing the employee's ability to perform those job duties. Part of the evaluation shall be focused on whether the employee has achieved a satisfactory skill level with all required computer programs and technology. The evaluation shall occur on or about the 1st of May in each year. The immediate supervisor shall be the principal in the school in which the employee works or if the employee does not work in a school then it shall be a designee of the Superintendent.
2. The performance evaluation shall culminate in a written report stating the result of that evaluation. The Superintendent shall keep a copy of that report in the employee's personnel record and the employee shall be provided a copy for his or her records. The employee shall have the option to provide written comments on the evaluation and those comments shall be kept in the personnel record alongside the evaluation.

ARTICLE 30 – ASSOCIATION SECURITY

1. Following the preparation and printing of an integrated, agreed-upon Contract, which incorporates the terms of the mutually-ratified memorandum of agreement, the Committee will supply the Association with an electronic copy of the Contract upon request by the BEA. Fifteen (15) printed copies will be made available to the BEA.

2. The President of the Association will be e-mailed a copy of the official agenda prior to each Committee meeting on the same day the agenda is e-mailed or hand-delivered to the members of the School Committee.
3. The Committee shall annually make available a total of two (2) work days per year for members of the bargaining unit designated by the Association to attend MTA and other related conferences, meetings, and workshops.
4. In the event that the duly elected BEA President is a member of this bargaining unit, the Committee agrees to bargain over the effects of that position on the terms and conditions of their employment.
5. The school department will make its best effort to provide office space in the school the BEA President works.
6. Upon submission of the appropriately signed dues deduction card, deductions from salary will be made for the Belmont Education Association, the Massachusetts Teachers Association, and the National Education Association

ARTICLE 31 – MENTORING PROGRAM

The Belmont Public Schools shall establish a mentoring and orientation program for all newly hired administrative assistants. In accordance with this program, newly hired administrative assistants may be assigned a willing mentor by the Superintendent or the Superintendent’s designee. Mentors shall receive a stipend of \$350. The orientation period shall occur during the first four (4) weeks of employment. The newly hired administrative assistant will get paid straight time pay outside of the regular work day but not to exceed a total of forty (40) hours a week (to avoid incurring overtime costs).

ARTICLE 32 – DIVERSITY, HIRING, AND RETENTION

- a. District-wide, building-based, and new employee orientation shall include components on diversity and at least one staff professional half day shall be devoted to diversity.
- b. The district will continue to implement building-based Equity Teams and a District Equity Team that meet at least once per month to discuss issues of equity, diversity and inclusion.
- c. The district shall create a new Diversity Equity and Inclusion (DEI) Hiring and Retention Team, led by the Director of DEI, who shall chair the Team and has final authority on recommendations to the Superintendent of any matter addressed by the Team.
- d. The district will provide an annual pool of \$21,000 for stipends distributed to all BEA members of the district Affinity Group, who elect to join the DEI Hiring and Retention Team as compensation for the following types of activities when requested by the Director of DEI or designees:
 - Liaison to and supporting the work of the BPS DEI Director
 - Consulting with the district-wide Equity Committee
 - Networking and attending diversity job fairs and events to help attract candidates of color and create a more diverse workforce
 - Lead and support affinity groups for faculty and staff
 - Participating in interview teams
 - Drafting an annual report of the district’s diversity in hiring

The parties shall endeavor to include no less than one member from each building and to include participants from all BEA bargaining units. Each individual annual stipend shall not exceed \$3,000. In the event less than 7 individuals elect to join the DEI Hiring and Retention Team in a given year the district shall not be obligated to expend the full \$21,000. The work related to hiring activities included under this stipend may occur over the summer.

With the exception of any claim regarding a stipend payment, grievances filed under this Article are not subject to arbitration.

ARTICLE 33 – WORKSITE RELOCATION

When a unit employee is required by the Committee to move from one room/office to another or from one worksite to another the employee shall be notified of the move no later than the first Friday in June. In the event the move is scheduled to occur after the school year has commenced, the member shall be provided no less than one month prior notice, unless an emergency situation prevents such prior notification.

When an employee moves from one school building to another, the following shall apply:

1. The District shall provide all boxes and packing materials.
2. The Committee shall arrange for the employee’s work materials to be moved; Employees shall not be required or expected to move boxes, furniture, or other equipment.
3. Each impacted employee that works on packing or unpacking their own school materials on a non-work day will be compensated at their hourly rate up to a maximum of 2 days (up to 14 hours total) with their Principal’s prior approval. Such payment shall be received within 30 calendar days following the date the employee submits to their Principal a timecard reflecting the number of hours worked.

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

In witness thereof, the Belmont School Committee and the Belmont Education 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.

For the Belmont School Committee

For the Belmont Education Association

Date: _____

Date: _____

APPENDIX A –WAGE SCHEDULE

Year 1 (2022-2023)

2022-2023 (Effective 9/1/22)		
2.5% all steps, additional 0.25% on top step		
	Administrative Assistant	Clerical Aide
1	21.92	17.43
2	23.12	18.45
3	24.64	19.53
4	26.25	
5	27.95	
6	29.44	
7	30.33	
8	31.65	
9	32.02	

Year 2 (2023-2024)

2023-2024 (Effective 9/1/23)		
2.5%		
	Administrative Assistant	Clerical Aide
1	22.47	17.87
2	23.70	18.91
3	25.26	20.02
4	26.91	
5	28.65	
6	30.17	
7	31.09	
8	32.44	
9	32.82	

Year 3 (2024-2025)

2024-2025 (Effective 9/1/24)		
2.5%		
	Administrative Assistant	Clerical Aide
1	23.03	18.32
2	24.29	19.38

3	25.89	20.52
4	27.58	
5	29.37	
6	30.93	
7	31.87	
8	33.25	
9	33.64	

APPENDIX B - SIDE AGREEMENTS - FOR ADMINISTRATIVE ASSISTANTS ONLY

1. An administrative assistant 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 the employee's 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 administrative assistant's base salary on a pro-rata basis effective immediately upon presentation of such proof.

2. The administration will monitor and insure that all administrative assistants have appropriate computer workstations.

3. An administrative assistant who submits proof of satisfactory completion of professional improvement course offered by an accredited institution that is related to the functions of their position or district initiative and which has received prior approval of the immediate supervisor or Assistant Superintendent shall receive a reimbursement of the cost of tuition up to a maximum of \$300.

APPENDIX C – BPS Parental Leave Policy

Two laws govern parental leave in Massachusetts that are applicable to Belmont Public School employees:

1. Massachusetts Parental Leave Act (MPLA) state law
2. Family Medical Leave Act (FMLA) federal law

MPLA

The MPLA covers full-time employees who, upon the birth or adoption of a child, are entitled to take up to eight weeks of leave. While this leave is unpaid, you may apply accrued sick days to this leave. The eight weeks of leave begin at the birth of the baby, or placement of the child. The leave is consecutive and does include any holidays/school vacation days that fall during the leave. *Example:* if an employee takes eight weeks of leave and February vacation week falls during the eight weeks, that week is included in the eight weeks. The employee cannot extend their leave by an additional week. However, for any holiday or school vacation day that the employee would not otherwise be scheduled to work, the employee will not be “charged” a sick day.

If the birth or adoption occurs during the summer vacation, if any, the leave commences at the birth or adoption of the child and impacts the school year only to the extent that the eight-week leave extends into the school year. *Example:* The birth or adoption occurs on August 1st, the leave extends for eight consecutive weeks, ending in September.

FMLA

The FMLA entitles eligible employees (male or female) to take up to 12 weeks of unpaid leave during a 12 month period for (1) a serious health condition of the employee which renders him/her unable to perform the functions of his/her job; (2) to care for certain family members (spouse, child, parent) who have a serious health condition; or (3) to care for a newborn, adopted, or foster child. Family members of an individual in the armed services may be eligible for additional leave under certain circumstances. To be eligible for FMLA leave, you must have been employed for the previous twelve months and worked at least 1,250 hours during the 12-month period prior to the start of leave.

Although this leave is unpaid, you may apply accrued paid leave time to this leave. FMLA leave and MPLA leave runs concurrently. FMLA leave does not include periods of time when employees do not regularly work such as, if applicable, during winter break, school vacation weeks, or during the summer between academic terms. The Belmont Public Schools reserves the right to require you to use accrued paid leave during your FMLA absence.

Special rules may apply to employees taking leave in close proximity to the beginning or end of an academic term. Please consult a Human Resources representative for more information.

Note: If an eligible employee takes 8 weeks of MPLA leave to care for a baby, the employee is still eligible to take up to 4 additional weeks of FMLA leave, if eligible, during that 12 month period, for a separate purpose, e.g. to care for a seriously ill parent.

If a couple is employed by the district and are both eligible under the FMLA, they may take a combined 12 weeks of FMLA leave to care for a newborn or adopted child. They are not eligible for 12 weeks each. Where the couple both use a portion of the total 12-week FMLA leave entitlement for either the birth or adoption of a child the couple would each be entitled to the difference between the amount he or she has taken individually and 12 weeks for FMLA leave for other purposes. Example: if each spouse took 6 weeks of leave to care for a healthy, newborn child, each could use an additional 6 weeks due to his or her own serious health condition or to care for a parent with a serious health condition.

Consistent with the MPLA (MGL c. 149, §105D), if both parents work for the Belmont Public Schools, they shall only be entitled to 8 weeks of MPLA leave in the aggregate for the birth or adoption of the same child.

If leave is foreseeable, employees are expected to provide written notice of requested leave as early as possible, and no later than 30 days, prior to the beginning of the requested leave. If 30 days notice is not practicable, such as because of a lack of knowledge, a change in circumstances, or a medical emergency, written notice must be given as soon as practicable.

Medical certification is required for any FMLA leave, except for parental leave.

Insurance Benefits

Health insurance benefits are maintained throughout an MPLA and/or FMLA leave. During the leave, the employee continues to pay the employee portion of the premiums, while the Belmont Public Schools pays the employer portion of the premiums. In the event that the Belmont Public Schools permits an employee to take an extended parental leave of absence (longer than 12 weeks) the employee may maintain their insurance, however the employee is responsible for the entire cost of the health insurance.