

MEMORANDUM OF AGREEMENT

The Belmont Education Association (“BEA”) and the Belmont School Committee/Belmont Public Schools (“Belmont”) (collectively, “the Parties”) hereby enter into this Memorandum of Agreement (MOA) to resolve the disputed bargaining unit status of the Community Engagement Coordinator and the Building Substitute positions. In resolution of the status of these positions, the Parties hereby agree to the following:

1. The Community Engagement Coordinator position shall be excluded from any bargaining unit represented by the BEA.

2. The Parties agree that the Building Substitute position shall be included in Unit D. The following terms and conditions of the Unit D collective bargaining agreement shall apply to the Building Substitute position as of September 1, 2017:
 - Article One – Recognition
Add Building Substitutes

 - Article Two – Grievance Procedure
Applies to Building Substitutes

 - Article Three – Sick Leave
Building Substitutes shall be eligible for seven (7) paid sick days

 - Article Four – Sick Leave Bank
Does not apply to Building Substitutes

 - Article Five – Excused Leave & Religious Holidays
Building Substitutes shall receive two (2) days of excused leave
Religious days shall not apply to Building Substitutes

 - Article Six – Bereavement Leave
Applies to Building Substitutes

 - Article Seven – Work Year/Work Week/Work Day
 - 7.1(a) orientation day applies to Building Substitutes
 - 7.1(b) Conference/Curriculum days does not apply to Building Substitutes
 - 7.2 Applies to Building Substitutes
 - 7.3 Applies to Building Substitutes
 - 7.4 Applies to Building Substitutes
 - 7.5 Applies to Building Substitutes
 - 7.6 Applies to Building Substitutes
 - 7.7 Does not apply to Building Substitutes
 - 7.8 Applies to Building Substitutes

- Article Eight – Vacancies, Job Postings
 - 8.1 Applies to Building Substitutes
 - 8.2 Applies to Building Substitutes
 - 8.3 Does not apply to Building Substitutes
 - 8.4 Applies to Building Substitutes

- Article Nine – Evaluation and Personnel Records
 - 9.1 Applies to Building Substitutes
 - 9.2 Applies to Building Substitutes
 - 9.3 Applies to Building Substitutes
 - 9.4 Applies to Building Substitutes

- Article Ten – Agency Fee and Payroll Deduction
 - Applies to Building Substitutes

- Article Eleven – Workers’ Compensation/Protection
 - Applies to Building Substitutes

- Article Twelve – Salary
 - 12.1 Add separate Building Substitutes salary schedule (for 2017-2018: Step 1: \$20.00; Step 2: \$21.00; Step 3: \$22.50) [Any COLA agreed upon for Unit D in successor CBA shall not apply to the Building Substitutes for 2017-2018 only]
 - 12.2 Applies to Building Substitutes
 - 12.3 Applies to Building Substitutes

- Article Thirteen – Holidays
 - Building Substitutes shall have three (3) paid holidays (Columbus Day, Thanksgiving Day, and Martin Luther King Day).

- Article Fourteen – Family Medical Leave
 - Applies to Building Substitutes if they are eligible under the provisions of the collective bargaining agreement.

- Article Fifteen – Jury Duty
 - Applies to Building Substitutes

- Article Sixteen – Savings Clause
 - Applies to Building Substitutes

- Article Seventeen – General
 - Applies to Building Substitutes, but with the following addition: “Any time worked as a Building Substitute shall not count toward service for purpose of obtaining professional teacher status, pursuant to G.L. c. 71, §41, which is reserved for regular teachers (Unit A).”

- Article Eighteen – Duration
 - Applies to Building Substitutes

- Article Nineteen – Longevity
Does not apply to Building Substitutes
- Article Twenty – Reduction in Force
Applies to Building Substitutes; add category for Building Substitutes
- Article Twenty-One – Group Health and Life Insurance
Applies to Building Substitutes
- Article Twenty-Two – Professional Development
Applies to Building Substitutes
- Article Twenty-Three – Association Security
Applies to Building Substitutes
- Article Twenty-Four – Job Protection
Applies to Building Substitutes

3. The BEA shall withdraw petitions CAS-16-5626 and CAS-16-5627 from the Department of Labor Relations (DLR) with prejudice against refiling.



 For the Belmont Education Association

8/9/17
 Date



 For the Belmont School Committee

8/9/17
 Date