

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 Assistant Director of Food Services, NECC employees working at Belmont High School, and Clerical Aide positions. In resolution of the status of these positions, the Parties hereby agree to the following:

1. The position of Assistant Director of Food Services Director shall be excluded from any bargaining unit represented by the BEA.

2. The two contractual autism positions at Belmont High School shall be excluded from any bargaining unit represented by the BEA while they continue to serve the current student. Once the student leaves the District, if the Committee maintains or reinstates either or both positions, the parties may enter in to negotiations regarding these positions.

3. The Parties agree that the Clerical Aide position shall be included in Unit C. The following terms and conditions of the Unit C collective bargaining agreement shall apply to the Clerical Aide position as of September 1, 2017:

- Article One – Scope
Add Clerical Aides

- Article Two – Rights and Responsibilities
Applies to Clerical Aides
2.5 Reduction in Force –Add Clerical Aides as a category

- Article Three – Duration
Applies to Clerical Aides

- Article Four – Grievances
Applies to Clerical Aides

- Article Five – Salary
Applies to Clerical Aides
5.2 Overtime – Applies to Clerical Aides but should be revised as follows: “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 the exception of clerical aides shall be paid straight time for all hours up to 40 hours in a week and paid time and one-half for any time worked over 40 hours per week.”

- Article Six – Longevity
Does not apply to Clerical Aides

- Article Seven – Vacation Time
Does not apply to Clerical Aides

- Article Eight – Sick Leave

As of September 1 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 maximum of 227 days.

- Article Nine – Excused Leave and Religious Holiday

9.1 Clerical Aides shall be eligible for one (1) day of excused leave

9.2 Clerical Aides shall be eligible for one (1) day of excused leave

9.3 Religious Holiday— does not apply to Clerical Aides

- Article 9.3 – Agreement on Understanding of Contract Language

Does not apply to Clerical Aides

- Article Ten – Funeral Leave

Applies to Clerical Aides

- Article Eleven – Job Posting

Applies to Clerical Aides

- Article Twelve – Holidays and Half Days

Does not apply to Clerical Aides

- Article Twelve.5 (12.5) – Understanding of Contract Language

Does not apply to Clerical Aides

- Article Thirteen – Compensation for Work-Related Injury

Applies to Clerical Aides

- Article Fourteen – Work During School Cancellation

Does not apply to Clerical Aides because they work 180 school days

- Article Fifteen – Probation Period

Applies to Clerical Aides

- Article Sixteen – Association Representative

Applies to Clerical Aides

- Article Seventeen – Employee Resignation

Applies to Clerical Aides

- Article Eighteen – Rest Periods

Applies only to Clerical Aides who work six (6) hours or more per day.

- Article Nineteen – Saving Clause

Applies to Clerical Aides

- Article Twenty – Credit Union Deductions
Applies to Clerical Aides
- Article Twenty One – Job Descriptions
Applies to Clerical aides
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.
- Article Twenty Two – Technological Changes
Applies to Clerical Aides
- Article Twenty Three – Leaves of Absence
 - 23.1 Unpaid Leaves
Does not apply to Clerical Aides
 - 23.2 Maternity Leave
Applies to Clerical Aides if they are eligible under the law
 - 23.2(b) Extended Maternity Leave
Does not apply to Clerical Aides
 - 23.3 Jury Pay
Applies to Clerical Aides
 - 23.4 FMLA
Applies to Clerical Aides if they are eligible
- Article Twenty Four – Summer Hours
Does not apply to Clerical Aides
- Article Twenty Five – Sick Leave Bank
Applies to Clerical Aides
- Article Twenty Six – Medical Insurance
Applies to Clerical aides who are eligible for benefits through the Town of Belmont
- Article Twenty Seven – Work Hours
Applies to Clerical Aides
- Article Twenty Eight – Performance Evaluation
Applies to Clerical Aides
- Appendix A – Salary Schedule
Clerical Aides Hourly Rate
 - Step 1 \$13.80
 - Step 2 \$14.41
 - Step 3 \$15.35
 - Step 4 \$16.35

All Clerical Aides employed as of September 1, 2017 shall be placed on Step 1 for the 2017-2018 school year and shall advance on steps accordingly in subsequent years. Any COLA negotiated and agreed upon as part of a successor (2017-2020) Unit C CBA shall not apply to Clerical Aides in the first year (2017-2018) only.

- Side Agreements – During 2003 Negotiations
Does not apply to Clerical Aides


For the Belmont Education Association

8/9/17
Date


For the Belmont School Committee

8/9/17
Date