

**Memorandum of Agreement  
between the Belmont Education Association and the Belmont School Committee  
on a successor Unit D collective bargaining agreement**

Following successor contract negotiations pursuant to G.L. c. 150E, this Memorandum of Agreement (“MOA”) is entered into by Unit D of the Belmont Education Association (“Association”) and the Belmont School Committee (“Committee”) (collectively, “Parties”).

Except as amended by this MOA, the express provisions of the Unit D 2014-2017 Collective Bargaining Agreement shall be incorporated into the successor 2017-2020 collective bargaining agreement. Provisions to be deleted are struckthrough, additions are underlined.

This MOA is subject to ratification by the Association and approval by vote of the Committee.

**TERMS**

Revise effective dates of the Contract to September 1, 2017- August 31, 2020, updating the cover page, and the authors’ page/composition of bargaining teams

**ARTICLE THREE – SICK LEAVE**

REVISE 3.1 to reflect a cap of sick leave cap of 95 days (up from 85 days).

DELETE 3.2: ~~Employee will be given notifications of accumulated sick leave on/or before October 1<sup>st</sup> each year.~~ REVISE CURRENT 3.3 TO BE 3.2: An employee may utilize sick leave for absence due to illness of a members of the member’s immediate family or household.

ADD new 3.3: A medical certificate, stating the nature of the illness, that the illness prevented reporting for work, and that the employee is capable of resuming the responsibilities of his/her position may be required after an absence exceeding five (5) consecutive school days or ten (10) intermittent school days due to personal illness.

ADD new 3.4: Employees who work less than a full school year will receive a number of days’ sick leave prorated based on their date of hire and rounded up to the nearest half day.

**ARTICLE FIVE – EXCUSED LEAVE & RELIGIOUS HOLIDAYS**

REVISE title of Article 5 to reflect the elimination of religious holidays as noted above

DELETE preexisting 5.1: ~~The School Committee agrees to continue the present Excused Leave Policy. The policy is to allow three (3) days in proportion to time worked.~~

and REPLACE with: Annually, members who work a full school year shall exercise their professional discretion in taking up to four (4) excused leave days with pay for those obligations of a personal nature.

DELETE preexisting 5.2: ~~Employees who are members of a faith that requires that they celebrate religious holy days that fall on a day when school is in session shall be granted up to 2 days off with pay to be used on those days provided they give advance notice prior to close of first week of school.~~

and REPLACE with: The number of days of leave will be prorated based on the member’s date of hire during the school year and rounded up to the nearest half day.

ADD new 5.3: Whenever practicable, notice must be submitted in writing to the Superintendent or his/her designee at least seventy-two (72) hours before the absence is to occur.

ADD new 5.4: A two-week notice is required if the excused leave is attached to a holiday weekend or vacation week. Approval must be obtained from the Principal to take an excused leave attached to a vacation week

ADD new 5.5: Excused leave may not be used for outside employment.

## ARTICLE SEVEN – WORK YEAR / WORK WEEK / WORK DAY

~~DELETE 7.1(b): Unit members may attend the two (2) additional conference/curriculum days with prior approval of the Principal (whose approval will not be unreasonably withheld) and will be paid for these days in proportion to the time worked~~

ADD new 7.5 (and renumber preexisting 7.5 – 7.8 to become 7.6 – 7.9):

Unit members work day shall consist of time when students are in session. In addition, unit members shall be required to work an additional sixty-five (65) minutes on Wednesdays, as outlined below:

- Elementary employees – nine (9) Wednesdays; four (4) of which will be to attend Building/Principal’s meetings; five (5) of which will be to perform work to support educators, as directed by the Principal or his/her designee.
- Middle School employees – ten (10) Wednesdays; four (4) of which will be to attend Building/Principal’s meetings; six (6) of which will be to perform work to support educators, as directed by the Principal or his/her designee.
- High School employees – five (5) Wednesdays; three (3) of which will be to attend Building/Principal’s meetings; two (2) of which will be to perform work as directed by the Principal of his/her designee

By the end of the school year, members will be provided with the schedule of the Building/Principal meetings for the subsequent school year. By the end of the first week of school, principals will notify unit members which specific Building/Principal meetings during the school year that they are expected to attend.

REVISE 7.8 to reflect substitute pay of \$60 for a full day (up from \$40) and \$30 for a half day (up from \$20).

ADD new 7.10: Members may be required to attend District-initiated trainings, from time to time. In the event that these trainings occur outside of their regular work day, the member will be compensated at the regular rate of pay for the time worked. Members will be given notification of the required training at least 45 calendar days in advance. If scheduled, unit members will attend half-day district professional development meetings.

ADD new 7.11: Members must sign-in daily on the Unit D sign-in sheets in the main office of the school in which they work.

ADD new 7.12: The Committee and the Association shall form a joint labor management committee made up of four members appointed by the Committee and up to four members appointed by the Association (at least half of which from the Unit D bargaining unit) to study the need, efficacy, and feasibility of providing unit members with preparation/collaboration time before and/or after school. The committee will meet and report its findings to the Superintendent, School Committee, and the BEA no later than February 1, 2019.

**ARTICLE NINE – EVALUATION AND PERSONNEL RECORDS**

In 9.1, DELETE preexisting language: ~~On or before November 1 of each school year, all unit members shall be advised of the general criteria, process, and evaluator used in the evaluation~~  
And INCORPORATE MOA into 9.1 regarding evaluation in Appendix C (see attached MOA).

**ARTICLE THIRTEEN – HOLIDAYS**

ADD: Presidents’ Day and one-half (½) holiday on Labor Day

**ARTICLE EIGHTEEN – DURATION**

REVISE 18.1 as follows: This contract will continue in effect from September 1, 201417, to and including August 31, 201720.

ADD new 2<sup>nd</sup> paragraph to 18.2:

This contract shall thereafter automatically renew itself for successive term of one year each, unless by October 15 next prior to expiration of the contract year involved the Committee or the Association shall have given the other written notice of its desire to amend, modify or terminate this contract.

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 no later than February 1 and initial proposals presented no later than the last work day in February.

**ARTICLE NINETEEN – LONGEVITY**

REVISE: Unit D members will receive an annual increment based on the following criteria:  
9/1/1417

After 10 years of service in the Belmont Public Schools	\$500	<u>\$550</u>
After 15 years of service in the Belmont Public Schools	\$600	<u>\$650</u>
After 20 years of service in the Belmont Public Schools	\$700	<u>\$800</u>

**ARTICLE TWENTY-TWO – PROFESSIONAL DEVELOPMENT**

DELETE 22.4: ~~22.4 Unit members will be notified of workshops starting and ending times by October 1 of each year.~~

### ARTICLE TWENTY-THREE – ASSOCIATION SECURITY

23.1 The Committee shall annually make available a total of ~~four (4)~~ five (5) workdays per year for members of the bargaining unit designated by the Association to attend MTA conferences, meetings, or workshops. No member may use more than two (2) days in any one year.

23.2 Unit members notified pursuant to Article 7.3 of probable employment in the following school year may retain BPS network access to be used for communication purposes only, during summer months.

23.3 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.

23.4 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.

23.5 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.

23.6 The school department will make its best effort to provide office space in the school the BEA President works.

### **ARTICLE TWENTY-FOUR – JOB PROTECTION**

REVISE 24.1: No unit member who has successfully completed one (1) full year of service in their position shall be disciplined or dismissed during the school year without good cause. Effective at the end of the 2015-2016 school year no unit member who has successfully completed five (5) full years of service ~~in their position~~ in the bargaining unit shall be dismissed without good cause.

### ARTICLE TWENTY-FIVE – LEAVE OF ABSENCE

[ADD new article]

Unit members who have completed at least seven (7) years of employment in a unit position may request a one (1) year unpaid leave of absence. All leaves must be for a term of one academic year. The request for leave should be made as soon as is practicable but no later than one week before the last week of school for the next academic year. Once the request for leave has been approved, the request may not be withdrawn.

During a school year, in the event of a personal or family emergency, a unit member may request an unpaid leave of absence for the remainder of that school year, subject to approval by the Superintendent.

If, during a leave of absence, extenuating circumstances occur such that the need for the leave of absence no longer exists, and if a vacant position exists for which the unit member is qualified, the unit member may request to return to work prior to the end of the academic year, subject to approval by the Superintendent, as long as it is not unreasonably withheld.

If a unit member takes an unpaid leave of absence of any duration, the unit member is ineligible for unpaid leave of absence for another five (5) years of employment.

**APPENDIX A – HOURLY RATES**



New 5<sup>th</sup> step for Classroom Assistants @ \$20.00 in Year One of the Contract (COLA does not affect this rate).

- Year 1: 2.00%
- Year 2: 2.00%
- Year 3: 2.00%

Two prior Memorandum of Agreements between the Parties regarding (1) the inclusion of Building Substitute positions into the Unit D bargaining unit and (2) changes to evaluation are attached to this MOA, and their provisions will be incorporated into the successor 2017-2020 collective bargaining agreement.

The Committee and Association hereto duly execute this Memorandum of Agreement by the respective signatures of their authorized representatives, subject to ratification by the Unit D bargaining unit and approval by the Belmont School Committee.

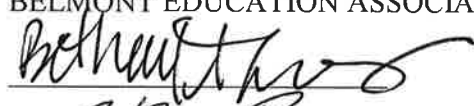
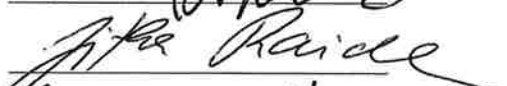
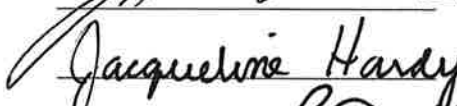
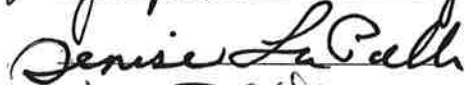
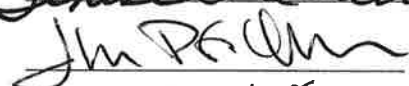
For and on behalf of the  
BELMONT SCHOOL COMMITTEE:

  
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1/19/2018

Dated: ~~December~~ \_\_, 2017

For and on behalf of  
BELMONT EDUCATION ASSOCIATION:

  
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1/10/18

Dated: December \_\_, 2017