PROPOSED CHANGES TO THE AGREEMENT BETWEEN THE BELMONT SCHOOL COMMITTEE AND THE BELMONT EDUCATION ASSOCIATION, UNIT D

[All Current Proposals Organized by Status]

BSC Response to BEA June 9, 2025 Proposals
July 29, 2025

The Belmont Education Association proposes that the Unit D Collective Bargaining Agreement (CBA) between the Belmont Education Association (Association) and the Belmont School Committee (Committee), currently in effect from September 1, 2022 through August 31, 2025, remain unchanged except detailed below. All changes are effective September 1, 2025.

[In modified text, deletions are denoted by strikethrough and additions are denoted by bold underline.]

OPEN PROPOSALS

(BSC and BEA, proposing party maintaining, other party either holding or rejecting.)

BEA #2) 1.1 – Recognition Amend Article One Section One as follows:

For the purpose of collective bargaining with respect to wages, hours, other conditions of employment, and any questions arising thereunder, the Committee recognizes the Association as the exclusive bargaining agent and representative of all personnel whose position is classified as one of the following:

- 1. Professional Aides/Tutors
- 2. Campus Monitors
- Classroom Assistants Pre-K/Grades K-4
- 4. METCO Aides
- 5. Professional Elementary Library Aides
- 6. Building Substitutes
- 7. Certified Occupational Therapy Assistant
- 8. Registered Behavioral Technicians

6/9/25: BEA Maintains

7/29/25: BSC Holds. Note: BSC will agree to add RBT classifications into bargaining unit as long as new salary scale includes column for RBTs. BSC rejects inclusion of COTAs.

BEA #3) 3 – Sick Leave Amend **Article Three** as follows, maintain other existing language in this article:

- 3.1 Each employee, other than Building Substitutes, shall be entitled to a base of fifteen (15) days sick leave annually. Further sick leave will accumulate to a cap of 125 days.
- 3.2 Building Substitutes shall be eligible for seven (7) paid sick days.

6/9/25: BEA maintains eliminating sick leave cap, we view this as a cost savings for the district 7/29/25: BSC Counter below (maintain 6/4 counter, granting building substitutes same number of days and increasing cap; do not agree that removing cap would result in cost-savings):

BEA #3) 3 – Sick Leave Amend Article Three as follows, maintain other existing language in this article:

- 3.1 Each employee, other than Building Substitutes, shall be entitled to a base of fifteen (15) days sick leave annually. Further sick leave will accumulate to a cap of 125150 days.
- 3.2 Building Substitutes shall be eligible for seven (7) paid sick days.

BSC #3) 5 – Excused Leave amend as follows:

- 5.1 Annually, members who work a full school year, except Building Substitutes, shall exercise their professional discretion in taking up to four (4) excused leave days with pay for those obligations of a personal nature that cannot be met outside those normal school hours during which the employee has professional responsibilities, but in no event will such days be used for personal travel, recreation, or outside occupation. A reason shall be provided via the absence management system for each personal day requested; Writing a symbol (such as a single period or an a *) or a vague phrase ('per contract Article 5.1') shall not be considered a sufficient reason. No more than two of these days may be used in June without prior approval from the Superintendent or designee. Members may carry over one (1) unused Excused Day in the subsequent school year, not to exceed five (5) days total.
- 5.2 Building Substitutes shall receive three (3) days of excused leave.
- 5.3 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.
- 5.4 Whenever practicable, notice must be submitted in writing to the Superintendent or the Superintendent's designee at least seventy-two (72) hours before the absence is to occur.

5.5 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. Whenever practicable, personal day requests attached to a holiday weekend or vacation week must be submitted in writing (via email or via hard copy, not via the absence management system) to the Superintendent or designee (e.g. Building Principal) at least seventy-two (72) hours before the absence is to occur. If the excused leave is attached to a holiday weekend or vacation week notice is required two weeks in advance of the start of that holiday weekend or vacation week.

Approval must be obtained from the Superintendent to take an excused leave attached to a vacation week.

Approval must be obtained from the Superintendent's designee (e.g. Building Principal) to take an excused leave attached to a holiday weekend.

- 5.6 Excused leave may not be used for outside employment.
- 5.7 All absences must be accounted for by available contractual options (e.g. sick days, personal/excused days, jury duty days, approved leaves, etc.) "Unpaid Days" are not allowed.

6/9/25: BEA Rejects, counters on excused leave incentive discussed by the district as below:

5.7 Annually, educators may elect to receive a \$450 payment for one (1) unused excused day. That excused day cannot be included in determining the base for compensation. At the time of retirement, leaving a position, or death, individual members of the Unit will be compensated for accrued unused excused leave days up to a maximum of 25 days at \$450 per day.

BSC 7/29/25: Rejects BEA's counter; BSC Counters, as redlined above. In the alternative, BSC willing to continue discussing "Arlington model" originally proposed by BEA.

BSC also proposes to add a working group to review changes to sick, vacation, and personal days across units, to assess and make recommendations about, e.g., pros and cons, feasibility, and effect on absenteeism (originally raised with Unit C at July session).

BEA #5) 5.1 – Excused Leave Amend Article Five Section 1 as follows:

Annually, members who work a full school year, except Building Substitutes, shall exercise their professional discretion in taking up to four (4) excused leave days with pay for those obligations of a personal nature. Members may carry over one (1) unused Excused Day in the subsequent school year, not to exceed five (5) days total.

6/9/25: BEA Maintains 7/29/25: BSC Rejects

BEA #6) 5.2 - Excused Leave Amend Article Five Section 2 as follows:

5.2 Building Substitutes shall receive three (3) days of excused leave.

6/9/25: BEA Maintains 7/29/25: BSC Rejects

BEA #9) 7.1 – Work Year / Work Week / Work Day / Work Load Amend Article Seven Number 1 as follows:

180 student days plus five allowed for emergency cancellation of school; the minimum required by the Commonwealth of Massachusetts, Department of Education, with the following exception: all unit members will be scheduled for the "orientation day" prior to the beginning of the students' school year. If any other non-school work days are scheduled for teachers, Unit D members may be asked to attend at the discretion of the superintendent. Such non-school work days shall be scheduled and announced no less than two months in advance. All Unit members shall have a work year consisting of not less than those days required for Unit A educators.

6/9/25: BEA Maintains 7/29/25: BSC rejects

BEA #7) 6.1 – Bereavement Leave Add new Article Six Section 1 as follows:

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 <u>five (5)</u> four (4) consecutive funeral leave days, provided that payment will only be made for those days upon which the employee has responsibilities and shall not apply to Saturday, Sunday, holidays or days falling within the employee's vacation period.

6/9/25: BEA Maintains

7/29/25: BSC counters that all 4 BEA units should have the same bereavement provision, based on either Unit A's or Unit B's current language. Also proposed at most recent Unit C bargaining session.

BEA #10) 7.2 – Work Year / Work Week / Work Day / Work Load Amend Article Seven Number 2 as follows:

All Unit members work on an hourly basis for the same number of hours as the regular schedule of a Unit A member employed at their building. of not less than seven hours per day. -rated basis according to the needs of the school system. In the event there is a need to schedule professional aide time that is different from these limits, the changes

shall be made at the recommendation of the Superintendent of Schools or the Superintendent's designee; after consultation with the administrator affected by the changes. In cases where reduction in the number of hours of an aides in an individual building requires the reassignment of Unit members, is a necessity, seniority shall be the deciding factor in the involuntary transfer of Unit members. given consideration depending upon the needs of the school and the particular position involved. Any Reductions in Force shall be conducted in accordance with Article 20.

BSC Counter 7/29/25 for 7.2 (language same as 6/4, but moved struck language to different section):

All Unit members work on an hourly basis for the same number of hours as the regular schedule for students in their building or such hours as needed by the school system, as determined by the Superintendent or designee. the school system. In the event there is a need to schedule a unit member's time that is different from these limits, the changes shall be made at the recommendation of the Superintendent of Schools or the Superintendent's designee; after consultation with the administrator affected by the changes. In cases where reduction in the number of hours of an aides in an individual building or other school system needs require the reassignment or transfer of Unit members, a necessity, seniority shall be the deciding factor in the involuntary transfer of Unit members: given consideration but the decision shall be based upon the needs of the school and the particular position involved. To the extent possible, unit members shall be entitled to at least two-weeks' notice and the opportunity to meet with the Superintendent or designee (at the unit member's request) prior to a permanent change in work hours or building assignment during the school year.

6/9/25: BEA Counter (remove all reference to the length of the work day from the section, to be addressed in section 7.5:

BSC 7/29/25 Counter:

Unit members' regular work day shall consist of time when students are in session. The work day may be extended or reduced based on assignment and needs of the District.

All Unit members work on an hourly basis for the school system. In the event there is a need to schedule professional aide time that is different from these limits, the changes shall be made at the recommendation of the Superintendent of Schools or the Superintendent's designee; after consultation with the administrator affected by the changes. In cases where reduction in the number of hours for an aide or number of aides in an individual building or other school system needs require the reassignment or transfer of Unit members, a necessity, seniority shall be given consideration but the decision shall be based upon the needs of the school and the particular position involved. To the extent possible, unit members shall be entitled to at least two-weeks' notice and the opportunity to meet with the Superintendent or designee (at

the unit member's request) prior to a permanent change in work hours or building assignment during the school year.

Any Reductions in Force shall be conducted in accordance with Article 20.

7/29:25: Counter as follows for 7.5 (includes BSC #5)

In addition, unit members shall be required to <u>work an additional sixty-five (65) minutes on</u> <u>Wednesdays, as outlined below</u>:

Unit members will receive 30 minutes per week to be scheduled by Building Principals, in consultation with the Unit D member, in blocks of not less than 15before or after the student day for the purpose of preparation and collaboration time with other educators. On the Wednesday when Unit D professional development is scheduled, the fifteen (15) minutes after the end of the school day shall count toward this preparation and collaboration time.

- Attend district-provided professional development designed specifically for
 Unit D members over the course of eight (8) Wednesdays, when Unit A
 educations would otherwise be engaged in Curriculum Meetings with their
 Curriculum Directors. Trainings will be sixty-five (65) minutes in length.
 Elementary employees: Nine (9) Wednesdays to attend Building/Principals
 meetings.
- Middle school employees: Ten (10) Wednesdays to attend Building/Principals meetings,
- High School employees: Ten (10) Wednesdays to attend Building/Principals meetings,
- Attend district-provided professional development designed specifically for Unit D members over the course of eight (8) Wednesdays, when Unit A educations would otherwise be engaged in Curriculum Meetings with their Curriculum Directors.
 Trainings will be sixty-five (65) minutes in length. <u>Elementary employees: Nine (9)</u>
 Wednesdays to attend Building/Principals meetings,
- Middle school employees: Ten (10) Wednesdays to attend Building/Principals meetings,
- High School employees: Ten (10) Wednesdays to attend Building/Principals meetings,
- Unit members will receive 30 minutes per week to be scheduled by Building Principals, in consultation with the Unit D member, in blocks of not less than 15 minutes before or after the student day for the purpose of preparation and collaboration time with other educators. On the Wednesday when Unit D professional development is scheduled, the fifteen (15) minutes after the end of the school day shall count toward this preparation and collaboration time.

BEA #11) 7.5 – Work Year / Work Week / Work Day / Work Load Amend Article Seven Number 5 as follows:

Unit members' work day shall consist of time when students are in session. The work day for educators shall be the same number of hours as the regular schedule of a Unit A member employed at their building., including lunch and other non-class time, and will begin not less than fifteen (15) minutes before the established starting times for students and will end not less than fifteen (15) minutes after the established dismissal time for students (except on Fridays or the day before any non-work day when the work day will end immediately after the afternoon dismissal time).

<u>Unit members will receive 30 minutes per day for the purpose of preparation and</u> collaboration time with other educators.

7.5(a) In addition, unit members shall be required to:

- Attend district-provided professional development designed specifically for Unit D members over the course of eight (8) Wednesdays, when Unit A educations would otherwise be engaged in Curriculum Meetings with their Curriculum Directors. Trainings will be sixty-five (65) minutes in length.
- Unit members will receive 30 minutes per day week to be scheduled by Building Principals, in consultation with the Unit D member, in blocks of not less than 15 minutes before or after the student day for the purpose of preparation and collaboration time with other educators. On the Wednesday when Unit D professional development is scheduled, the fifteen (15) minutes after the end of the school day shall count toward this preparation and collaboration time.

6/9/25: BEA Maintains

7/29/25: BSC Rejects (see counter re 7.5 above)

BEA #12) 7.6 – Work Year / Work Week / Work Day / Work Load Eliminate Article Seven Number 6 as follows:

The Principal (or the Principal's designee) will meet with each unit member assigned to the Principal's school at the beginning of the school year to schedule that unit member's assigned hours.

6/9/25: BEA Maintains, contingent on other proposals in Article 7
7/29/25: BSC rejects

BEA #14) 7.8 – Work Year / Work Week / Work Day / Work Load Amend Article Seven Number 8 as follows:

The provisions of Article 7.8 do not apply to Building Substitutes. **Every reasonable effort shall be made to fill absences with a substitute.** In the event that a Unit member is required by the principal to substitute for a teacher, the unit member shall be paid an additional \$70 per day. for a full day or \$35 for a half day. The School Committee recognizes the importance of continuity and will endeavor to not disrupt the continuity of instruction which results from pulling a unit member from their assignments for coverage.

6/9/25: BEA Maintains 7/29/25: BSC rejects

BEA #19) 7.14 – Work Year / Work Week / Work Day Add new **Article Seven Section 14** as follows:

The first two days of the work year shall be dedicated to student learning. On the first day of the work year where students are not present educators will be given time to set up their classrooms and meet with their building and grade level teams. There shall be no in-person district wide meeting on the first day of the work year, and district-wide professional development shall not be scheduled on this day.

6/9/25: BEA Maintains

f7/29/25: BSC Counters as follows:

Unit members may attend building or district-wide meetings on the first two days of school, at their regular rate of pay, with prior approval from their building Principal.

The Association shall be provided with not less than fifteen (15) minutes to meet with BEA staff in each building on the first day of the work year.

<u>Unit members may work during periods when students are not in school over the first two days of school (inclusive of the first day of school for teachers), and be paid their regular hourly rate for such work, with prior approval of their building Principal.</u>

BSC #5) 7.5 and 7.5(a) – Work Year / Work Week / Work Day amend as follows:

- 7.5 Unit members' <u>regular</u> work day shall consist of time when students are in session. <u>The work day may be extended or reduced based on assignment and needs of the District.</u>
- 7.5(a) In addition, unit members shall be required to <u>work an additional sixty-five (65)</u> minutes on Wednesdays, as <u>outlined below</u>:
 - Attend district-provided professional development designed specifically for Unit D members over the course of eight (8) Wednesdays, when Unit A educations would otherwise be engaged in Curriculum Meetings with their Curriculum Directors. Trainings will be sixty-five (65) minutes in length.

<u>Elementary employees: Nine (9) Wednesdays to attend Building/Principals</u> meetings,

- Middle school employees: Ten (10) Wednesdays to attend Building/Principals meetings,
- High School employees: Ten (10) Wednesdays to attend Building/Principals meetings,
- Unit members will receive 30 minutes per week to be scheduled by Building Principals, in consultation with the Unit D member, in blocks of not less than 15 minutes before or after the student day for the purpose of preparation and collaboration time with other educators. On the Wednesday when Unit D professional development is scheduled, the fifteen (15) minutes after the end of the school day shall count toward this preparation and collaboration time.

6/9/25: BEA Rejects, maintains BEA proposals on this article 7/28: See above; BSC revised (work off of revised language, above)

BEA #23) 8.6 – Vacancies, Job Postings, and Job Descriptions Add new **Article Eight Section 6** as follows:

Members of Unit D shall not be solely responsible for supervising in-school suspension, lunch detention, or otherwise individually managing disciplinary student interventions. This does not preclude Unit D from implementing a student behavioral plan, assisting teachers or administrators, or complying with the terms of such interventions as part of their regular duties. Members of Unit D shall not be responsible for providing office coverage and shall not be pulled from their regular assignments to perform clerical tasks.

6/9/25: BEA accepts the highlighted counter from the SC, maintains the other provisions of this proposal 7/29/25: BSC maintains:

Members of Unit D shall not be responsible for supervising in-school suspension, lunch detention, or otherwise individually managing disciplinary student interventions. This does not preclude Unit D from implementing a student behavioral plan, as part of their regular duties. Members of Unit D shall not be responsible for providing office coverage and shall not be pulled from their regular assignments to perform clerical tasks. Unit members will not act or be assigned in the capacity of any Unit B or C members at any time.

BEA #24) 11 – Workers Compensation / Protection Amend **Article 11** as follows, maintain other existing language in this article:

- 11.2 Whenever a bargaining unit member is absent from school as a result of injury occurring in the course of their employment, they will be paid their full salary (less the amount of any worker's compensation award made for temporary absence due to said injury) for the full elimination period for worker's compensation eligibility with a doctor's note. Such payment shall not be deducted from sick leave. If a Unit D employee is physically injured as a victim of an assault during the course of employment, when such injury did not materially involve negligence or misconduct by the member and if the member has exhausted all of the member's sick leave (including accumulated sick leave), the Committee shall grant up to an additional five (5) days of sick leave without loss of pay; provided that the five days will be deducted from future sick leave accumulation in the next year if the employee remains in the system and does not exhaust the employee's sick leave in that year.
- 11.3 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. If the injured employee is incapacitated for more than seven (7) calendar days, Workers' Compensation benefits can be applied for. In such instances, the Committee, to the extent permitted by law and the contract, shall grant the injured member pro rata sick leave so that when added to the amount of disability compensation under Workers' Compensation, the sick leave allowance will result in the payment to the employee of his or her full salary.
- 11.3 The Committee will reimburse an educator for the cost of any personal property (e.g. eyeglasses, hearing aids, medical devices, clothing, jewelry) that is damaged or destroyed during the course of one's work duties and the cost of medical, surgical, or hospital services (less the amount of any insurance reimbursement) incurred as the result of any injury sustained in the course of one's work duties.

6/9/25: BEA Maintains 7/29/25: BSC Rejects

BEA #25) 12.2 – Salary and Other Compensation Rename **Article Five "Salary"** to **"Salary and Other Compensation"** and amend **Article Five Section 2** as follows:

Unit members are paid bi-weekly. <u>Bargaining unit members may choose to be paid in either twenty-one (21) or twenty-six (26) equal payments.</u>

6/9/25: BEA updated as above 7/29/25: Hold for more information

BEA #27) 13.1 – Holidays Amend **Article Thirteen Section 1** as follows:

Each member of the unit shall be entitled to the following paid holidays:

New Year's Eve

New Year's Day

Martin Luther King Day

Presidents' Day

Patriot's Day

Memorial Day

Juneteenth

Labor Day

Indigenous People's Day

Veteran's Day (if falls on work day)

Half Day Before Thanksgiving

Thanksgiving Day

Friday after Thanksgiving

Christmas Eve

Christmas Day

6/9/25: BEA Updated as above

See below re BSC #7

BSC #7) 13 – Holidays amend to <u>Paid</u> Holidays and as follows:

Each member of the unit shall be entitled to the following paid holidays:

Martin Luther King Day
Presidents' Day
Memorial Day
Juneteenth
Indigenous People's Day
Veteran's Day (if falls on work day)
Thanksgiving Day
Friday after Thanksgiving

6/9/25: BEA is agreeable to the change in title, maintains BEA proposal on this article 7/29/25: BSC rejects BEA's holiday proposal; maintains BSC's proposal

BSC #10) 21 – Group Health and Life Insurance rename to **Insurance and Annuities** and amend as follows:

21.1 <u>Unit members may participate in all medical and other insurance programs provided by the Town of Belmont of the cost-sharing basis provided by the town.</u>

The School Committee agrees not to discourage the Association from working toward an increase in the town's percentage of contribution for employee health and life insurance.

In the event the Town of Belmont modifies its insurance benefits, either as to coverage or percent of contribution, similar arrangements for payroll deductions will be made available to all leaders. All unit members who are employed at least twenty (20) hours per week are eligible to participate in any group insurance programs offered by the Town of Belmont in accordance with the conditions associated with any such programs.

Effective September 1, 2008, the Town of Belmont will pay 80% of the cost of the premium for the HMO health insurance plan, and members of the bargaining unit will pay 20% of the cost.

Upon agreement by all town and school unions, the Town of Belmont will pay 75% of the cost of the premium for the PPO health insurance plan, and members of the bargaining unit will pay 25% of the cost.

Subject to agreement by school and town unions, The BEA agrees to the following plan design changes:

- Office Visit Co-Pay from \$5.00 per office visit to \$15.00 per office visit.

 Prescription Drug Co Pay from \$5/ \$10/ \$25 o \$5/ \$25/ \$40.
- 21.2 All unit members who are eligible may participate in the provisions and benefits of Section 125 Flexible Spending Account Plan administered by the Town of Belmont in accordance with the conditions associated with any such program.

6/9/25: BEA Rejects

7/29/25: Withdrawn for all units on 6/9, with revised proposal (BSC rejects BEA proposal reinsurance opt-out; maintains BSC proposed language):

Insurance and Annuities add new Section as follows (applicable to all employees, across units eligible for insurance):

Employees may participate in health insurance opt-out plans to the same extent and under the same conditions as offered by the Town of Belmont to Town employees.

BEA #34) 22.1 Tuition Reimbursement and Professional Development Rename **Article Twenty-Two "Tuition Reimbursement"** to **"Tuition Reimbursement and Professional Development"** Fand amend **Article Twenty-Two Section 1** as follows:

No assistant will be expected to restrain a student without adequate training. <u>All</u> bargaining unit members who are expected to restrain a student shall be paid a

<u>differential of 1% of their base salary.</u> No assistant shall be required to perform duties of an occupational / physical therapist.

6/9/25: BEA Maintains 7/27/25: BSC rejects

BEA #35) 22.3 Tuition Reimbursement and Professional Development Rename **Article Twenty-Two "Tuition Reimbursement"** to "Tuition Reimbursement and Professional **Development"** and amend **Article Twenty-Two Section 3** as follows:

Unit members are encouraged to take professional development offerings within the system. The Committee and the Association shall create a joint working group to make recommendations to improve Unit D professional development and training (i.e. technology, implicit bias). The working group will meet monthly and will make recommendations to the parties by June 1, 20246. One Unit D member from each school shall receive a stipend of \$1,000 for their work on the committee.

The Superintendent shall notify all Unit D members of the dates of professional development for the following year not later than the last day of the previous school year. The Superintendent or their designee shall send a monthly email to Unit D members outlining development opportunities provided by the district. Unit D Members will be compensated at their hourly rate for Skillful Teaching, IDEAS and SEI Endorsement Workshops. The district will provide professional development opportunities for all educators to enhance their SEL competencies. Not less than once per year, the district will provide high quality professional development on social/emotional supports and interventions for all educators. On a space available basis, unit members will be enrolled on a first come / first enrolled basis after giving priority to Belmont teachers. When there are financial considerations for professional development offerings and these opportunities are offered to paying enrollees, after giving priority to teachers from participating EDCO districts, then unit members will be given priority for such professional development.

4/5/25: BSC Counter

Unit members will be provided with and will complete training as needed to perform their job duties or meet the needs of the District's students. Such training will be directed by the Superintendent or designee, who shall have the sole discretion to determine which training is needed for unit members to perform their job duties or meet the needs of the District's students. Nothing herein prevents unit members from asking for specific training they wish to be covered under this provision, though the ultimate decision is for the Superintendent or designee.

The cost of such required training shall be paid by the District and such training shall be completed during the work day. If the training cannot reasonably be completed

during the work day, the unit member may be required to attend such training outside of the regular work day and shall be entitled to payment based on his or her hourly rate. At the unit member's request, and with approval of the Superintendent or designee, compensatory time off may be substituted for such payment.

In addition, unit members are encouraged to take professional development offerings within the system. The Superintendent shall notify all Unit D members of the dates of professional development for the following year not later than the last day of the previous school year. The Superintendent or their designee shall send a monthly email to Unit D members outlining development opportunities provided by the district. Unit D Members will be compensated at their hourly rate for may enroll in the Skillful Teaching, IDEAS and SEI Endorsement Workshops on a voluntary basis, without pay and with prior approval of Superintendent or designee. If they are assigned to attend any training by the Superintendent or designee, Unit Members will be paid at their regularly hourly rate for such attendance. The district will provide professional development opportunities for all educators to enhance their SEL competencies. Not less than once per year, the district will provide high quality professional development on social/emotional supports and interventions for all educators. On a space available basis, unit members will be enrolled on a first come / first enrolled basis after giving priority to Belmont teachers. When there are financial considerations for professional development offerings and these opportunities are offered to paying enrollees, after giving priority to teachers from participating EDCO districts, then unit members will be given priority for such professional development.

The Committee and the Association shall create a joint working group to make recommendations to improve for a Unit D professional development plan that is aligned with the district strategic plan and that takes place during Wednesday meetings as outlined in 7.5 of this CBA. and training (i.e. technology, implicit bias). The working group will also consider and make recommendations on a possible Unit D mentoring program. The working group will meet at least twice monthly from September 2025 to April 2026 and will make recommendations to the parties by June May 1, 20246. The working group will automatically terminate on June 20, 2026, unless the parties agree to extent it.

The working group shall include one Unit D member from each school. Working group members must be mutually agreed upon by the Parties. Such mutually-agreeable Unit D members shall receive a stipend of \$1,000 \$500 for their work on the committee. In the event the parties cannot agree on one Unit D member from each building, then both parties may appoint one Unit D member (each) from each school, for a total of two members per school. For any school with two Unit D members, each member shall receive a stipend of \$250.

6/9/25: BEA Counter:

Unit members will be provided with and will complete training as needed to perform their job duties or meet the needs of the District's students according to the terms specified by this article. Such training will be directed by the Superintendent or designee, who shall have the sole discretion to determine which training is needed for unit members to perform their job duties or meet the needs of the District's students. Nothing herein prevents unit members from asking for specific training they wish to be covered under this provision, though the ultimate decision is for the Superintendent or designee.

The cost of such required training shall be paid by the District and such training shall be completed during the work day. If the training cannot reasonably be completed during the work day, the unit member may be required to attend such training outside of the regular work day and shall be entitled to payment based on his or her hourly rate. At the unit member's request, and with approval of the Superintendent or designee, compensatory time off may be substituted for such payment.

In addition, unit members are encouraged to take professional development offerings within the system. The Superintendent shall notify all Unit D members of the dates of professional development for the following year not later than the last day of the previous school year. Unit D Members may enroll in the Skillful Teaching, IDEAS and SEI Endorsement Workshops on a voluntary basis, without pay and with prior approval of Superintendent or designee. If they are assigned to attend any training by the Superintendent or designee, Unit Members will be paid at their regularly hourly rate for such attendance. The district will provide professional development opportunities for all educators to enhance their SEL competencies. Not less than once per year, the district will provide high quality professional development on social/emotional supports and interventions for all educators. On a space available basis, unit members will be enrolled on a first come / first enrolled basis after giving priority to Belmont teachers. When there are financial considerations for professional development offerings and these opportunities are offered to paying enrollees, after giving priority to teachers from participating EDCO districts, then unit members will be given priority for such professional development.

The Committee and the Association shall create a joint working group to make recommendations for a Unit D professional development plan that is aligned with the district strategic plan and that takes place during Wednesday meetings as outlined in 7.5 of this CBA. This working group shall determine which training is necessary for unit members to perform their job duties or meet the needs of the District's students. The Superintendent or their designee may determine additional training is necessary beyond what the working group recommends, which will be provided by the district on the same terms outlined above. The working group will also consider and make recommendations on improvements to the a possible Unit D mentoring program. The working group will meet at least twice monthly from September 2025 to April 2026

and will make recommendations to the parties by May 1, 2026. The working group will automatically terminate on June 20, 2026, unless the parties agree to extend it.

The working group shall include one Unit D member from each school. The parties shall each select their respective representatives to the working committee. Working group members must be mutually agreed upon by the Parties. Such mutually-agreeable Unit D members appointed to the working group shall receive a stipend of \$500 for their work on the committee. In the event the parties cannot agree on one Unit D member from each building, then both parties may appoint one Unit D member (each) from each school, for a total of two members per school. For any school with two Unit D members, each member shall receive a stipend of \$250.

BSC 7/29/25: Maintains last proposal from 6/4 (also part of last package); rejects BEA counter.

BEA #37) 22.6 Tuition Reimbursement and Professional Development Rename **Article Twenty-Two "Tuition Reimbursement"** to **"Tuition Reimbursement and Professional Development"** and create new **Article Twenty-Two Section 6** as follows:

Educational Support Personnel (ESP) to Certified Educator Pipeline:

- The Employer shall create and maintain an Educational Support Personnel (ESP) to certified educator program to support bargaining unit members in the pursuit of positions as certified educators.
- 2. The Employer will annually provide employees with information related to state-sponsored tuition reimbursement programs for bargaining unit employees seeking to become certified educators. The Employer may also provide employees with additional resources to obtain tuition support.
- 3. If a bargaining unit member is unable to obtain adequate scholarships through third-party resources, the Employer shall reimburse bargaining unit members for the cost of tuition and fees at the in-state resident rate of a University of Massachusetts Boston undergraduate or graduate course, up to a maximum of four (4) courses per year.
- 4. The employer shall provide a minimum of one (1) MTEL preparation course per year open to bargaining unit members at no cost.

6/9/25: BEA Updated as above

7/29/25: BSC Rejects

BEA #44) 23.9 – Association Security Add new **Article Twenty-Three Section 9** as follows:

The Association shall be provided with not less than fifteen (15) minutes to meet with BEA staff in each building on the first day of the work year.

5/15/25: BEA Maintains

7/29/25: See above; opening day proposal

BEA #45) 24.1 – Job Protection Amend Article Twenty-Four Section 1 as follows:

No unit member who has successfully completed a six month probationary period 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 three (3) five (5) full years of service in the bargaining unit shall be dismissed without good cause.

Good cause shall be defined as any ground that is not arbitrary, irrational, unreasonable, in bad faith, or irrelevant to the sound operation of Belmont Public Schools.

6/9/25: BEA Counter as above

7/29/25: BSC Response (maintain 6/4, as reflected above)

BEA #46) 25.1 – Leave of Absence Amend **Article Twenty-Five** by adding a new **Section 1** as follows:

Unit members who have completed at least five (5) 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.

(a) Extended Parenthood Leave. In the event any educator who has completed three (3) full years of service in the Belmont School System desires a leave without pay longer than twelve (12) weeks provided by FMLA or the eight (8) weeks provided by MPLA (General Laws Chapter 149, Section 105D), then at the option of the educator, such leave will expire on the September 1 following the birth of a child or the subsequent September 1. In no event may such leave be combined with any other leave so that the total consecutive unpaid leave time exceeds (2) years. This procedure will be followed for an educator whose spouse gives birth, or for an educator who adopts or fosters a child.

A member returning from extended leave under the provisions of this Section will be placed on the next step of the salary schedule if actively employed by the Belmont School System for at least ninety (90) school days in the school year in which the leave commenced.

(b) Military Leave. A leave of absence will be granted to any educator who is inducted into any branch of the armed forces of the United States. Upon return from such leave, within the time required by law, the educator shall be placed on the salary schedule at the level which they would have achieved had they remained actively employed in the system during the period of absence up to a maximum of two (2) years. Benefits under Federal or State law shall not be diminished by this Section.

(c) Family Illness Leave. A leave of absence without increment may be granted to an educator with three or more years of service in the district for up to one year for caring for a sick member of the educator's immediate family. Additional leave may be granted at the discretion of the Superintendent. An educator may return from such leave at the beginning of the school year or at the end of the leave period originally granted unless it is feasible to return the faculty member to an assignment at a different time without educational upset.

(d) Other Leaves. Other leaves of absences without pay and/or increment may be granted by the Superintendent.

All benefits to which an educator is entitled at the time the leave of absence commences, including unused accumulated sick leave, shall be restored upon return from such leave. It is recognized that no specific position can be held open during such leaves, but in all instances every effort will be made to assign an educator to a substantially equivalent position as is then available to the one held at the time the leave commenced.

To the extent permitted by the Town's insurance policy or practice, the educator may have the option to remain in the health and life insurance programs by payment of the required premium.

6/9/25: BEA Updated as above (b and d already agreed)
7/29/29: BSC Rejected (except as already agreed)

BEA #48) 25.3 – Leave of Absence Amend **Article Twenty-Five** by adding a new **Section 3** as follows:

Notice of Intention to Return (Leaves With or With Out Pay)

Between February 1 and February 15 of the calendar year in which a leave of absence is to expire, the Superintendent or designee will notify each educator on leave by certified mail to the last address on record in the Superintendent's office of the educator's obligation to notify the School Department of their intention to return. Thereafter, the educator must notify the Superintendent, in writing, by March 1 or within ten (10) days of proof of delivery, whichever is later, of the educator's intention to return in September. Failure to provide such notice to the Superintendent shall be deemed a resignation from the school system.

6/9/25: BEA Maintains 7/29/25 BSC rejects

BEA #49) 26(a) – Diversity, Hiring, and Retention Amend **Article Twenty-Six Section a** as follows:

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. The BPS will offer restorative justice training to all members who are expected by district policy to implement or assist in the implementation of restorative justice.

6/9/25: BEA Maintains
7/29/25 BSC rejects (see PD proposal above)

BEA #50) 26(b) – Diversity, Hiring, and Retention Amend **Article Twenty-Six Section b** as follows:

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. Each member of the building and district equity team shall receive an annual stipend of \$750.

6/9/25: BEA Maintains 7/29/25 BSC rejects

BEA #51) 26(c) – Diversity, Hiring, and Retention Amend **Article Twenty-Six Section c** as follows:

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 matters addressed by the Team. **BEA** members of the DEI hiring team shall select a co-chair from among their members.

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 designee:

- 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 and 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.

6/9/25: BEA Maintains

7/29/25: BSC Counter as above

BEA #52) 26(d) – Diversity, Hiring, and Retention Amend **Article Twenty-Six Section d** as follows:

New educators of color shall be provided an opportunity to have an additional affinity-alike mentor assigned. Such mentors will be paid an annual stipend of \$875.

6/9/25: BEA Maintains 7/29/25: BSC Rejects

BSC #12) 26.c- Diversity, Hiring, and Retention amend Section c as follows:

The district shall create a new Diversity Equity and Inclusion (DEI) Hiring and Retention Team, led by the Director of DEIW, or Superintendent's designee, who shall chair the Team and has final authority on recommendations to the Superintendent of any matter addressed by the Team.

The BEA President may nominate up to 4 unit members to join the DEI Hiring and Retention Team in a given year. The DEIW Director may select one of the unit members nominated under the paragraph to the position of co-chair. Additional BEA members of the district Affinity Group may also elect to join the DEI Hiring and Retention Team, voluntarily.

The district will provide an annual pool of \$21,000 for stipends distributed to all BEA members <u>on</u> 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<u>W</u> or designees:

- Liaison to and supporting the work of the BPS DEIW 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. In the event more than 7 unit members are on the DEI Hiring and Retention Team in a given year (including but not limited to those nominated by the BEA, those nominated by the SEIW Director, and those who volunteer on their own) the full \$21,000 will be distributed equally among all such unit members. If a co-chair is elected, that person's stipend shall be the same as all other unit members and shall be deducted from the \$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.

6/9/25: BEA Accepts the change in DEIW title, rejects other provisions of this proposal 7/29/25: Withdrawn other than change in DEIW title.

BEA #53) 27 – Parental Leave Eliminate **Appendix B BPS Parental Leave Policy** and replace with a new **Article Twenty-Seven "Parental Leave"** as follows:

Parental/Adoption Leave

(a) Parental leaves of absence will be provided to educators to the extent required by, and subject to the provision of, applicable laws, including the Massachusetts Parental Leave Act General Laws Chapter 149, Section 105D ("MPLA"), and the Family and Medical Leave Act, 29 USC 2601 et seq. ("FMLA"). Whenever possible, such leave under the MPLA and FMLA and any leaves taken under the terms of Section 9.1 shall run concurrently.

(b) Contractual parental leave will also be provided under the following conditions:

- Up to twelve (12) weeks (no more than sixty (60) work days) may be taken for parental leave. The first ten (10) ten work days will be paid parental leave days, which will be paid at the educator's regular rate, without deduction from sick leave. The next ten (10) work days will be paid parental leave days, which will be paid at the educator's regular rate and deducted from the sick leave bank. The remaining forty (40) days are unpaid but educators may access their own accrued sick leave and/or personal days to be paid during their leave.
- i. The twelve weeks under this policy shall commence within one calendar year of the arrival of the child or birth of the child.
- . Educators must be employed for a minimum of one (1) year to be eligible for this benefit.
- . If both parents are employees of the Belmont Public Schools, both members will be entitled to parental leave individually.

(c) Notice of Intended Leave. Teachers shall provide written notice to the Superintendent regarding the intention to take leave under this provision. Such notice shall include the anticipated date of departure, intention to return to work, and anticipated length of leave. When possible, teachers shall provide this notice at least sixty (60) days prior to the intended leave. In the event of extenuating circumstance, the sixty (60) day written-notice period of parental leave may be waived. In the event the educator cannot provide sixty (60) days of notice, the educator shall provide as much advance notice as possible in the circumstances.

(d) Notice of Return. The date of the anticipated return will be established with the Superintendent at the time the leave commences. A teacher is entitled to return from parental leave before the expiration of the parental leave period on five (5) days' notice and provided a physician's statement of good health is submitted upon request.

Any authorized, unpaid extended leave does not constitute a break in service. While on any authorized, unpaid extended leave, the staff member does not accrue seniority. (Except for Military leaves and leaves for teacher exchange)

A staff member on any authorized extended leave is subject to the Reduction in Force provisions of the collective bargaining agreement as if actively employed.

6/9/25: BEA Maintains

7/29/25: BSC Counters as above

BEA #54) 28 – Tuition Free Attendance of Non-Resident Educator's Children Add new **Article Twenty-Eight** as follows:

Effective in the 2025-2026 school year, an educator in the Belmont School System who is not a resident of the Town will have the option, at no cost of having the educator's child(ren) attend the Belmont Public Schools subject to the following conditions:

- (a) Space available basis, as determined by the Superintendent
- (b) Limit of five (5) students per school year
- (c) <u>If more apply than there are spaces, there will be a lottery to choose</u> students who may attend

Once a child is accepted, so long as the educator is employed in the Belmont Public Schools, the child shall be allowed to attend school through grade twelve (12) subject to the rules and regulations that apply to Belmont residents. In addition, every reasonable effort will be made to place siblings in the same school if the parent so requests.

BEA 6/9/25: Updated as above BSC 7/29/25: Rejected

BEA #55) 29 – Health and Safety Add new Article Twenty-Nine as follows:

The Belmont School Committee, and unions representing school employees shall establish a committee to be known as the Health and Safety Committee. The committee shall be composed of a member of, School Committee, Superintendent, Director of Human Capital, Supervisor of Buildings and Grounds, a BEA appointed representative from each building and an AFSCME bargaining unit representative. The committee shall be co-chaired by a representative from the employer appointed by the Committee and a representative from the BEA elected by the Association. The committee shall meet quarterly every month of the calendar year, or more frequently by mutual agreement.

The purpose of the Health and Safety Committee shall be to:

 discuss matters of health and safety that are of concern to the Employer and/or the Union,

- request and be present for investigations of accidents or potential unsafe conditions (including workplace and workstation evaluations), at the request of employees or supervisors
- investigate temperature and indoor air quality issues pertaining to bargaining unit members' workplaces
- develop and implement occupational safety and health training and education programs for unit members.

Health and Safety Committee members will receive training appropriate to the nature of the health and safety issues likely to be encountered, and appropriate to the efficient and effective functioning as a committee.

<u>Upon request by either union or employer representatives of the Health & Safety</u>
<u>Committee, other town administrators or elected town representatives shall attend</u>
<u>meetings of the Health & Safety Committee to review concerns relevant to their area of oversight.</u>

Either party may submit items for the agenda to the chairpersons at least one (1) week prior to any scheduled committee meeting. The chairperson shall endeavor to distribute the agenda to the members at least four (4) days prior to the committee meeting. It is understood that said committee shall not discuss grievances that have been filed at any step of the grievance process and shall have no power to negotiate, alter or amend the terms of this Agreement.

BEA members of the Health and Safety Committee members shall receive a stipend of \$1200 and will be released time for conducting the work of the Committee.

6/9/25: BEA Maintains

7/29/25: BSC Maintains last counter (6/4/25):

Within forty-eight (48) hours unit members will inform their Principal or immediate supervisor in writing of all cases of assault or injury suffered by them in connection with their employment. Unit members may report cases of other abusive conduct and/or violations of the District's Acceptable Use Policy by which staff members are targeted within the same 48 hours. The Principal or immediate supervisor shall promptly notify the Superintendent or designee of the unit member's report and, unless the educator requests otherwise, forward a copy of such report to the Association President, redacted as necessary to comply with applicable student record and/or privacy laws.

Each school's JLM will monitor health and safety conditions in their building, make recommendations to the officials in charge of improvement, as appropriate, and otherwise address all health and safety issues of concern with their respective building principals and the Superintendent, if warranted. The agendas for at least two District-wide JLM meetings shall include health and safety matters across the District.

BEA #57) 30.2 – Joint Labor-Management Committee Add new **Article Thirty Section 2** as follows:

Annually on or about May 1 there shall be a joint working group to solicit and review staff feedback on building principals. Information that identifies individual staff members shall be collected in a severable format.

6/9/25: BEA Maintains 7/29/25: BSC Rejects

BEA #58) 30.3 – Joint Labor-Management Committee Add new **Article Thirty Section 3** as follows:

The Association and the School Committee or their designee(s) will meet not later than October of 2025 to begin the process of incorporating BEA Unit C and Unit D into one Collective Bargaining Unit and Collective Bargaining Agreement. The parties shall incorporate all provisions of both Unit C and Unit D agreements with all negotiated provisions intact without modification from the ratified 2025-2028 Collective Bargaining Agreements.

6/9/25: BEA Maintains

7/29/25: BSC rejects (believe BEA withdrew for Unit C)

BEA #59) 31 – Mentoring Add new Article Thirty-One as follows:

The parties agree to pilot an orientation and mentoring program for interested Unit D members. Mentoring shall be 1:1 and match an experienced member with one who would like support. Mentor and mentee shall each receive an annual stipend of \$875.

6/9/25: BEA Maintains

7/29/25: BSC rejects but willing to discuss working group re Unit D mentoring

BEA #60) Appendix A – Hourly Rates Amend Appendix A as follows:

Effective September 1, 2025 move campus monitors and building subs to the professional aide and classroom assistant salary scale and perform a market adjustment for a living wage as below:

| 2025-2026 (Effective 9/1/25) | | | | |
|------------------------------|-------------------|---------------------------|----------------------|--|
| Market Adjustment | | | | |
| | Prof Aide & Class | Campus Monitor & Building | DDT/DCDA in Training | |
| | Assistant- | Sub- | RBT/BCBA in Training | |

| 1 | <u>\$30.75</u> | 23.54 | <u>\$37.02</u> |
|---|---|------------------|----------------|
| 2 | 23.56 \$40.59 \$32.28 | 24.48 | <u>\$38.87</u> |
| 3 | 25.46 \$46.18 \$33.90 | 26.22 | <u>\$40.82</u> |
| 4 | 27.63 \$51.77 \$35.59 | | <u>\$42.86</u> |
| 5 | 31.49 \$57.36 \$37.38 | | <u>\$45.00</u> |

Effective September 1, 2026 increase all steps on the salary scale by 5%.

Effective September 1, 2027 increase all steps on the salary scale by 5%.

[BSC counter proposals not included here due to lack of editable document provided by BSC.]

6/9/25: BEA Updated as above

7/29/25: BSC Counter (See attached; July 17 presented to Unit C)

Unit D Salary Tables

2025-2026

- Create a new step 6 for Professional Aides and Classroom Assistants
- Create a new step 4 for Campus Monitors and Building Substitutes
- Add 5 mintues per day to the work day for members working in grades PK-6
- Add 10 mintues per day to the work day for members working in grades 7-12
 3.00% COLA

| | Professional Aide | Classroom Assistant | Campus Monitor | Building Substitutes | RBT / BCBA in Training |
|---|----------------------|------------------------|-------------------|-------------------------|---------------------------|
| 1 | | | \$24.25 | \$24.25 | 37.02 |
| 2 | \$24.27 | \$24.27 | \$25.21 | \$25.21 | 38.87 |
| 3 | \$26.22 | \$26.22 | \$27.01 | \$27.01 | 40.82 |
| 4 | \$28.46 | \$28.46 | \$27.82 | \$27.82 | 42.86 |
| 5 | \$32.44 | \$32.44 | | | 45.00 |
| 6 | \$33.10 | \$33.10 | | | |

Unit D Salary Tables

2026-2027

- Add 10 mintues per day to the work day for members working in grades PK-6
- Add 5 mintues per day to the work day for members working in grades 7-12

2.50% COLA

| | Professional Aide | Classroom Assistant | Campus Monitor | Building Substitutes | RBT / BCBA in Training |
|---|----------------------|------------------------|-------------------|-------------------------|------------------------|
| 1 | | | \$24.86 | \$24.86 | 37.95 |
| 2 | \$24.88 | \$24.88 | \$25.84 | \$25.84 | 39.84 |
| 3 | \$26.88 | \$26.88 | \$27.69 | \$27.69 | 41.84 |
| 4 | \$29.17 | \$29.17 | \$28.52 | \$28.52 | 43.93 |
| 5 | \$33.25 | \$33.25 | | | 46.13 |
| 6 | \$33.93 | \$33.93 | | | |

Unit D Salary Tables

2027-2028

2.50% COLA

| | | Professional Aide | Classroom Assistant | Campus Monitor | Building Substitutes | RBT / BCBA in Training |
|---|---|----------------------|------------------------|-------------------|-------------------------|------------------------|
| • | 1 | | | \$25.48 | \$25.48 | 38.90 |
| 2 | 2 | \$25.50 | \$25.50 | \$26.49 | \$26.49 | 40.84 |
| ; | 3 | \$27.55 | \$27.55 | \$28.38 | \$28.38 | 42.89 |
| 4 | 4 | \$29.90 | \$29.90 | \$29.23 | \$29.23 | 45.03 |
| 4 | 5 | \$34.08 | \$34.08 | | | 47.28 |
| • | 6 | \$34.78 | \$34.78 | | | |

BSC #15) [Job Description: Professional Aide, Preschool – 12] amend as follows:

6/4/25: BSC Counter

Qualifications: Experience working with children required

Experience or training in education preferred, who

Bachelor's degree required preferred*

*In lieu of the possession of a Bachelor's degree, a candidate may present a passing score on the "ParaPro Assessment," which measures the reading, writing, and math skills and knowledge that is needed for adequate classroom assistance. The BPS will cover any the costs associated with of the "ParaPro Assessment" for only those unit members employed in the District in a Unit D position as of June 30, 2025 and who do not hold a Bachelor's degree or a passing score on the ParaPro Assessment.

6/9/25: BEA Counter:

Qualifications: Experience working with children required
Experience or training in education preferred
Bachelor's degree required preferred*

*In lieu of the possession of a Bachelor's degree, a candidate may present a passing score on the "ParaPro Assessment," which measures the reading, writing, and math skills and knowledge that is needed for adequate classroom assistance. The BPS will waive the "ParaPro Assessment" for any Unit member who does not hold a Bachelor's degree and is employed as of August 31, 2025.

7/29/25 BSC: TA

TENTATIVE AGREEMENTS

BEA #1) Housekeeping

Extend agreement by three years.

Reorder and rename articles in order to align the sequence of all four contracts.

Gender neutral references throughout.

BSC #1) 3.4 – Sick Leave amend as follows:

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 their position may be required after an absence exceeding five (5) consecutive school days (part of all of a school day) or ten (10) intermittent school days (part or all of a school day) due to personal illness.

BEA #4) 4 - Sick Leave Bank Amend Article Four as follows:

Effective July 1, 2025 the Unit D sick bank shall be merged with the Unit A sick bank. Unit C shall access the Sick Leave Bank according to the terms defined in the Unit A agreement.

The provisions of Article Four, in its entirety, do not apply to Building Substitutes.

- 4.1 A Sick Leave Bank is hereby established for those employees eligible for sick leave who have exhausted their sick leave and who have serious, long-term illness.
- 4.2 Aides new to the system will contribute one (1) day of sick leave to the bank in the first year of employment. If the Sick Leave Bank is exhausted, it shall be renewed by the contribution of one (1) additional day from each unit member's allowance.
- 4.3 The Sick Leave Bank shall be administered by a Sick Leave Bank Committee of four members. Two members shall be designated by the School Administration and two members shall be designated by the BEA, so long as at least one member is a Unit D member. The decision of this committee as to the amount of leave to be granted shall be final and binding. The criteria used by the committee in determining eligibility and amount of leave are as follows:
- a. Adequate medical evidence of serious illness (in the form of a doctor's certificate or letter).
- b. Exhaustion of previous sick leave.
- c. An examination of the history of the way in which previous sick leave has been used. d. Length of service in Belmont.

4.4 An initial grant from the Bank shall be limited to ten (10) workdays and can be extended by the Sick Leave Bank Committee only by further demonstration of need under the criteria listed in Section 4.3

BEA #17) 7.12 – Work Year / Work Week / Work Day / Work Load Add new Article Seven Number 12 as follows:

The district shall endeavor to appropriately match the skill set of each Unit member with the needs of individual students, but the final decision shall be based on the needs of the school system, as determined by the Superintendent or designee.

6/9/25: TA

BEA #21) 7.16 – Work Year / Work Week / Work Day Add new **Article Seven Section 16** as follows:

To the extent reasonably practicable, educators shall have access to secure, designated space in each of the school building to which they are assigned to store personal items such as purses or bags.

BSC #6) 8.3 – Vacancies, Job Postings, and Job Descriptions amend as follows:

The provisions of Article 8.3 do not apply to Building Substitutes. The Committee and the Association agree to expand the use of Classroom Assistant Pre-K and K through Grade Four (4). The job description would be that which is currently in effect for existing Classroom Assistants, Pre-K and K. By agreeing to this provision, the Committee does not waive any right it may have to create new positions. The parties agree that the principal will determine appropriate placement of either a Classroom Assistant or a Professional Aide all Unit D members based on the job responsibilities to be accomplished. This determination will be made based on existing job descriptions and student needs, including those required by the Individual Education Plan (IEP).

BEA #26) 12.4 – Salary and Other Compensation Rename **Article Five "Salary"** to **"Salary and Other Compensation"** and add a new **Article Five Section 4** as follows:

Mileage Allowance: Bargaining unit members who are required to use their automobiles for authorized employment-related travel to professional development opportunities or authorized work-related responsibilities shall be compensated at the IRS rate. Educators who are assigned to more than one work location shall be compensated at the IRS rate for in district travel between worksites. Such mileage reimbursements shall not be available for in-district travel for other reasons, such as meetings or professional development. Educators shall submit for mileage allowance

in a form or other means, as directed by the Superintendent or designee. Educators must submit all mileage allowance requests for the time period of July 1 through December 31 by no later than January 10 of the following year; all mileage allowance requests for the time period of January 1 through June 10 must be submitted by June 15 and all mileage allowance requests for the time period of June 16 through June 30 must be submitted by noon on June 30.

BEA #28) 14 - Family Medical Leave Amend Article Fourteen as follows:

14.1 The School Committee and the Association agree to abide by the terms of the Memorandum of Agreement on Parental Leave. (See Appendix B)

14.1 Employees who (1) have worked in the District for at least 12 months, (2) are assigned to work at least the regular work hours for Unit D, as set forth in Section 7, above, and (3) have worked at least 60% of their regularly-scheduled hours in the past 12 months, will be eligible for the benefits to which they would be eligible under the FMLA if they had worked 1250 hours in the prior year, under the same terms and conditions that would apply if they were eligible for FMLA leave, except that Unit D members will not be entitled to intermittent leave, unless specifically approved by the Superintendent or designee. To the extent possible, such unpaid leave shall run concurrently with any contractual leave and any other statutory leave. Special rules for educators under the FMLA shall apply to Unit D members.

6/9/25: TA

BEA #29) 17.3 - General Add new Article Seventeen Section 3 as follows:

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 mutually identified by the Town and Association.

BEA #30) 17.4 – General Add new Article Seventeen Section 4 as follows:

Outside vendors who solicit bargaining unit members shall be mutually approved by the Committee and the Association. The Committee shall not permit outside vendors who have not been mutually approved to solicit on school grounds. The Committee shall make reasonable efforts to prevent outside vendors who have not been mutually approved from soliciting via electronic systems maintained by the Committee. The Parties recognize, however, that school addresses and electronic mail addresses are public records and the Committee is unable to prevent all solicitations by vendors.

BEA #36) 22.4 Tuition Reimbursement and Professional Development Rename **Article Twenty-Two "Tuition Reimbursement"** to "Tuition Reimbursement and Professional **Development"** and amend **Article Twenty-Two Section 4** as follows:

Beginning in 2022-23, the School Committee agrees to fund an annual tuition reimbursement account of \$5,000. Upon the successful completion of a district-approved course of workshop, a bargaining unit member will receive tuition reimbursement of up to \$900 \$250 within a school year.

- All courses taken for tuition reimbursement must be pre-approved by the Superintendent and/or Director of Human Capital.
- Tuition reimbursement is contingent upon a bargaining unit member clearly
 articulating in writing how the successful completion of the requested course or
 workshop will lead to improved student outcomes or is relevant to the work of a
 licensed professional recognized within the Belmont Public Schools. Educators
 must present evidence of payment and receipt of credit for the course or
 workshop on a form provided by the School Dept.
- Application and reimbursement approval procedures will ensure that funds are distributed twice a year, in December and June.
- Successful completion of a course shall mean the satisfactory completion of a course with a grade of "B" or better from an accredited educational institution, or a passing grade, if an alpha/numeric grade is not available.
- Educators will notify intent to file by May 15th.
- For members of the District affinity group, these reimbursements also may be used to fund the MTEL (up to twice per year per member) and MTEL preparation work.

6/9/25: TA

BSC #11) 25.2 - Leave of Absence add new 25.2 as follows:

Other leaves of absence without pay and/or increment may be granted by the Superintendent.

All benefits to which a member is entitled at the time the leave of absence commences, including unused accumulated sick leave, shall be restored upon return from such leave. It is recognized that no specific position can be held open during such leaves, but in all instances every effort will be made to assign a member to a substantially equivalent position as is then available to the one held at the time the leave commenced.

To the extent permitted by the Town's insurance policy or practice, the educator may have the option to remain in the health and life insurance programs by payment of the required premium.

BEA #47) 25.2 – Leave of Absence Amend **Article Twenty-Five** by adding a new **Section 2** as follows:

Leaves With Pay

While on a leave an educator will be considered actively employed in the school system, and all rights and benefits to which an educator is entitled shall be credited and available to the educator. To the extent permitted by law, the educator shall have the option to remain in the fringe benefit program such as health/life insurance by contributing the amount the educator would have been required to contribute if actively employed, and the Town shall contribute the amount it would have normally contributed.

Upon return from such leave, the educator shall be restored to the position that the educator held at the time the leave commenced. If the position has been abolished, the educator shall be assigned to a substantially equivalent position. If a reduction in force has taken place in accordance with the terms of this Agreement, the educator on leave shall be subject to such terms as if actively employed. This provision shall not prevent an educator from accepting a more favorable position in the school system if offered by the Superintendent or the Superintendent's designee.

WITHDRAWN PROPOSALS

BSC #4) 4 – Sick Leave Bank amend as follows:

The provisions of Article Four, in its entirety, do not apply to Building Substitutes.

- 4.1 A Sick Leave Bank is hereby established for those employees eligible for sick leave who have exhausted their sick leave and who have serious, long-term illness.
- 4.2 Aides new to the system will contribute one (1) day of sick leave to the bank in the first year of employment. If the Sick Leave Bank is exhausted, it shall be renewed by the contribution of one (1) additional day from each unit member's allowance.
- 4.3 The Sick Leave Bank shall be administered by a Sick Leave Bank Committee of four members. Two members shall be designated by the School Administration and two members shall be designated by the BEA, so long as at least one member is a Unit D member. The decision of this committee as to the amount of leave to be granted shall be final and binding. The criteria used by the committee in determining eligibility and amount of leave are as follows:
 - a. Adequate medical evidence of serious illness (in the form of a doctor's certificate or letter).
 - b. Exhaustion of previous sick leave.
 - c. An examination of the history of the way in which previous sick leave has been used.
 - d. Length of service in Belmont.
- 4.4 An initial grant from the Bank shall be limited to ten (10) workdays and can be extended by the Sick Leave Bank Committee only by further demonstration of need under the criteria listed in Section 4.3. There shall be an annual limit of 90 days within a given year and a lifetime cap of 180 days within a career to be drawn from the sick bank for each employee.

BEA #8) 6.4 - Bereavement Leave Add new Article Six Section 4 as follows:

For funerals requiring travel outside of the metro Boston area, educators will be granted two (2) travel days with pay in addition to the limits specified above.

BSC #4) 6 – Bereavement Leave

6.1 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 four (4) consecutive funeral bereavement leave days, provided that payment will only be made for those days upon

which the employee has responsibilities and shall not apply to Saturday, Sunday, holidays or days falling within the employee's vacation period.

- 6.2 For purposes of this article, "Immediate family" is defined as the employee's spouse, child, parent, sibling, grandparent, grandchild, father-in-law, mother-in-law, spouse of a sibling or child, aunt, uncle, niece, nephew, domestic partner, or other member of the teacher's immediate household. son, daughter, mother, father, brother, sister, grandfather, grandmother, grandchild, father-in-law, mother-in-law, aunt, uncle, niece, nephew and domestic partner.
- 6.3 One day in accordance with the terms of Section 6.1 above shall be granted in the case of the death of a relative or close friend not otherwise included in this article. In accordance with the provision of Section 2 above, one (1) day of leave will be allowed to attend the funeral service or other obligations in the case of the death of a relative or close friend not otherwise included in this Article.
- 6.4 Upon request from an Administrator, an additional day may be granted by the Superintendent or designee.

BEA #13) 7.7 – Work Year / Work Week / Work Day / Work Load Amend Article Seven Number 7 as follows:

Each unit member will be provided with a thirty (30) minute <u>paid</u> duty-free lunch.₇ except if the principal requires a unit member to stay with a student during lunch, the unit member shall be paid for being on duty during the lunch period

6/9/25: BEA Withdraws

BEA #15) 7.11 – Work Year / Work Week / Work Day / Work Load Eliminate Article Seven Number 11 as follows:

Members must sign in daily on the Unit D sign in sheets in the main office of the school in which they work.

BEA #16) 7.11 – Work Year / Work Week / Work Day / Work Load Add new Article Seven Number 11 as follows:

The Committee shall employ one (1) building substitute at each elementary school, four (4) building substitutes at the upper elementary, two (2) at the middle school, and four (4) at the high school.

BEA #18) 7.13 – Work Year / Work Week / Work Day / Work Load Add new Article Seven Number 13 as follows:

When the Committee implements any new initiative related to technology, curriculum, or other workplace systems the Association shall be provided not less than six (6) months' notice prior to any change occurring. The Committee shall allocate an amount not less than the cost of the new initiative for stipends for all impacted members of the Belmont Education Association. The distribution of such stipends shall be negotiated by the Committee and the Association.

BEA #20) 7.15 – Work Year / Work Week / Work Day Add new Article Seven Section 15 as follows:

The district shall employ a district-wide crisis team. Data collected by this team will be shared with the Association.

BEA #22) 7.17 – Work Year / Work Week / Work Day Add new Article Seven Section 17 as follows:

The minimum number of reasonably adult-accessible bathrooms per school employee is one bathroom for every 15 employees. All bathrooms will be cleaned not less than twice during the student day.

BSC #8) 17.2 – General amend as follows:

Unit members will be eligible to apply for educational vouchers as administered by the Belmont Education Association and will be prioritized among all BEA members.

BEA #31) 19 – Longevity Amend **Article Nineteen** as follows:

The provisions of Article Nineteen, in its entirety, do not apply to Building Substitutes.

The salaries of the bargaining unit who have completed the required length of service in Belmont will be increased calculated on base salary as follows effective September 1, 2025:

| 10 Years | 3.5% |
|----------|------|
| 15 Years | 4.5% |
| 20 Years | 5.5% |
| 25 Years | 6.5% |

Unit D members will receive an annual increment based on the following criteria:

| | 0/1/21 |
|---|------------------|
| | 9/1/21 |
| After 10 years of service in the Belmont Public Schools | \$650 |
| After 15 years of service in the Belmont Public Schools | \$750 |

After 20 years of service in the Belmont Public Schools \$900

Unit D members who began working after August 31, 2005 are not eligible for longevity until after 10 years of service.

Longevity payments will be made as follows:

Less than fifteen (15) hours: longevity payments will be made at ½ the amount. Fifteen (15) hours or more: longevity payments will be made at the full amount.

Longevity payments will be made on or before December 1 of each year.

BSC #9) 19 - Longevity

Unit D members will receive an annual increment based on the following criteria:

9/1/21

| After 10 years of service in the Belmont Public Schools unit | \$650 |
|--|-------|
| After 15 years of service in the Belmont Public Schools unit | \$750 |
| After 20 years of service in the Belmont Public Schools unit | \$900 |

BEA #32) 21.3 – Group Health and Life Insurance Add new **Article Twenty-One Section 3** as follows:

Effective January 1, 2026 the Town of Belmont will pay 80% of the cost of the premium for the dental health insurance plan, and members of the bargaining unit will pay 20% of the cost.

BEA #33) 21.4 – Group Health and Life Insurance Add new **Article Twenty-One Section 4** as follows:

Flexible Spending Plans:

a. Effective January 1, 2026, the employer shall pay 100% of administrative fees for the Medical Flexible Spending and Dependent Care Flexible Spending accounts which shall include any administrative fee of the debit card system.

BEA #39) 23.1 – Association Security Amend Article Twenty-Three Section 1 as follows:

The Committee shall annually make available a total of <u>ten (10)</u> five (5) workdays per year for members of the bargaining unit designated by the Association to attend MTA conferences, meetings, or workshops. No member <u>other than the Association</u> <u>President or Vice President</u> may use more than two (2) days in any one year.

BEA #40) 23.5 – Association Security Amend Article Twenty-Three Section 5 as follows:

In the event that the duly elected BEA President is a member of this bargaining unit, the Belmont Education Association President shall be released from 0.6 FTE instructional time per day. To fund the expenses caused by this paragraph, the Belmont Education Association will pay the cost of the replacement employee for the President to the extent the employee is replacing the President's workload but in any event not more than sixty (60) percent of the lowest paid unit member qualified to replace the President's workload. the Committee agrees to bargain over the effects of that position on the terms and conditions of their employment.

BEA #41) 23.6 – Association Security Add new **Article Twenty-Three Section 6** as follows:

The duly elected BEA Unit D Vice President shall be released from work one (1) hour per week.

BEA #42) 23.7 – Association Security Add new Article Twenty-Three Section 7 as follows:

For any bargaining unit employee who voluntarily participates in the Union's scholarship or Committee on Political Education (COPE) program, the Employer shall provide payroll deductions from those bargaining unit employees and transmit funds accordingly to the Union.

BEA #43) 23.8 – Association Security Add new Article Twenty-Three Section 8 as follows:

The Association shall be entitled to a non-voting member of the Belmont School Committee. The Association shall provide the Committee with notice of the individual who has been appointed to fill this seat not later than twenty-four (24) hours after receiving the agenda for each meeting.

BEA #38) 22.7 Tuition Reimbursement and Professional Development Rename **Article Twenty-Two "Tuition Reimbursement"** to "Tuition Reimbursement and Professional **Development"** and create new **Article Twenty-Two Section 7** as follows:

In addition to 22.4 and 22.6 above, the Committee agrees to fund an annual BIPOC reimbursement account of \$5,000. The funds will be used to reimburse members of the district affinity group the cost of the MTEL, MTEL prep courses, and additional tuition reimbursement for the completion of education coursework.

6/9/25: BEA Withdraws

BEA #56) 30.1 – Joint Labor-Management Committee Add new **Article Thirty Section 1** as follows:

The Association and the School Committee will meet not later than October of 2025 to begin the process of redistricting Belmont elementary schools. These meetings shall occur in open session with unlimited time for public comment to ensure full community participation. The district will redraw the K-3 elementary neighborhoods such that students can remain in their nearest neighborhood school rather than being bussed to other schools, and such that areas zoned for multifamily housing are not excluded from their nearest neighborhood school. Redistricting will support more consistent, even enrollment across elementary schools, increasing enrollment at the Burbank School, and reducing the need to transfer staff between schools. Redistricting will also reduce costs incurred for bussing when students are moved from overcrowded schools to the Burbank, and relieve the concurrent hardship on families, which currently fall disproportionately on newcomer English Learners.

BSC #13) [TBD] – Background Checks

Unit members shall complete and sign a CORI request form and submit to a CORI check at least every three (3) years or as required by law. Unit members also shall complete a fingerprint test, upon hiring, in accordance with M.G.L. c. 71, §38R and/or other applicable law. Unit members must inform the Superintendent or designee within 48 hours of any arrest or criminal charges. Any personnel actions resulting from information acquired from a CORI or fingerprint report or report of arrest shall be conducted in compliance with the Collective Bargaining Agreement, as well as all State and Federal laws and all regulations promulgated under those laws.

BSC #14) Appendix B replace current language with:

Parental leaves of absence will be provided to employees to the extent required by, and subject to the provisions of, applicable laws, including the Massachusetts Parental Leave Act, Chapter 149, Section 105D ("MPLA"), and the Family and Medical Leave Act, 29 USC § 2601 et seq. ("FMLA"). Whenever possible, such statutory leave shall run concurrently with leaves taken under the terms of this Agreement.

The district may designate leave as statutory leave in accordance with the MPLA, FMLA or other applicable law, when it possesses credible evidence that it is a qualifying situation, regardless of employee preference.

The Superintendent or designee will maintain and make available to employees an informational reference that outlines applicable Federal and State statutes.

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 his/her insurance, however he/she is responsible for the entire cost of the health insurance.

Appropriate medical certification and/or a fitness to return-to-duty certification from a medical provider may be required.

The BEA Unit A contract allows employees with professional status to take an extended parental leave (unpaid), which is beyond the scope of this policy. Please refer to the Unit A contract for specific information related to this topic.