

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**BELMONT SCHOOL COMMITTEE**

**AND**

**BELMONT EDUCATION ASSOCIATION**

**UNIT D**

**(EDUCATION SUPPORT PERSONNEL)**

**September 1, 2014 – August 31, 2017**

**BELMONT EDUCATION ASSOCIATION  
UNIT D  
NEGOTIATING TEAM**

Mr. John Sullivan, President  
Ms. Denise LaPolla, Vice-President  
Ms. Bethany Fitzsimmons

Mr. Phillip Katz, MTA Consultant

**BELMONT SCHOOL COMMITTEE  
NEGOTIATING TEAM**

Mr. Elyse Shuster, School Committee  
Ms. Lisa Fiore, School Committee  
Mr. Colin Boyle, School Counsel  
Ms. Mary Pederson, Human Resources Director  
Mr. Anthony DiCologero, Business & Finance Director

Thomas S. Kingston, Ph.D., Interim Superintendent  
Belmont Public Schools

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## **ARTICLE ONE – RECOGNITION**

1.1 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
3. Classroom Assistants  
Pre-K/Grades K-4
4. METCO Aides
5. Professional Elementary Library Aides

## **ARTICLE TWO – GRIEVANCE PROCEDURE**

2.1 The purpose of the grievance procedure is to insure equitable solutions to problems which arise under interpretations of this Contract between Unit D and the Belmont School Committee.

2.2 For the purpose of the grievance procedure under this Contract, the following definition shall pertain: Grievance: A grievance is defined as an alleged violation, misinterpretation, or inequitable application of the provisions of the Contract in reference to wages, hours, and other conditions of employment.

2.3 The following grievance procedures shall be in effect:

Step One: The employee with a grievance shall present the matter to the immediate supervisor within fourteen (14) workdays from the occurrence of the event upon which the grievance is presented. The supervisor will respond to the grievance within seven (7) workdays of the presented case.

Step Two: If at the end of ten (10) workdays following such a response, and if the grievance has not been disposed of to the employee's satisfaction, the grievance shall forthwith be presented in writing by the employee and a Unit D representative to the Superintendent or his/her designee who shall, within seven (7) workdays thereafter, meet with the employee and the immediate supervisor if involved, and the said Unit D representative in an effort to settle the grievance.

Step Three: If at the end of ten (10) workdays following such a presentation to the Superintendent or his/her designee, and if the grievance has not been disposed of to the employee's satisfaction, the employee may, within five (5) workdays thereafter, notify the Unit D representative or president in writing of the employee's desire to have the grievance presented to the School Committee and, within five (5) workdays following receipt of any such notice, the Unit D officers shall meet with the employee to decide whether or not Unit D shall present the grievance to the School Committee. If the Unit D officers shall so vote, the grievance shall within five (5) workdays be presented in writing to the School Committee through the Superintendent. Within five (5) workdays after receiving the written grievance, the Superintendent shall prepare a written statement for submission to the School Committee, including the grievance, any supporting facts known to him, and his recommendation concerning possible disposition of the matter. A copy of the Superintendent's written statement shall be sent to the aggrieved employee within the same five (5) workday period. At its next regularly scheduled meeting, the School Committee shall meet with the Unit D officers, the employee, and other personnel involved whom it chooses to have in attendance in an effort to settle the grievance to the mutual satisfaction of all.

Step Four: If the grievance is not resolved to the satisfaction of the Association, the Association may, within ten (10) days of the Level Three answer submit the grievance to arbitration by giving notice to the School Committee. In the event either party elects to submit a grievance to arbitration, the arbitrator shall be selected according to and governed by the following procedure: The arbitrator is to be mutually selected by the Committee and the Association. If the Committee and the Association cannot agree within

seven (7) school days after written notice specified above of the intention to arbitrate, then the party demanding arbitration shall within seven (7) school days thereafter request the American Arbitration Association or the State Conciliation and Arbitration Board to provide a panel of arbitrators. Said arbitrator is then to be selected under the provisions of the Voluntary Arbitration Rules from such panel. The fees of the American Arbitration Association and of the arbitrator and the expenses of any required hearings shall be shared equally by the Committee and the Association, but each party shall bear the expenses of its representatives, participants, and for the preparation and representation of its own case. The arbitrator's award shall be in writing and shall set forth his findings of fact with reasoning and conclusions. The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement, and in reaching his decision shall interpret the Agreement in accordance with the commonly accepted meaning of words used herein. Subject to the foregoing, the decision of the arbitrator shall be submitted to the School Committee and the Association and shall be final and binding upon the Committee and the Association. Notwithstanding anything to the contrary, no dispute or controversy shall be subject for arbitration unless it involves the interpretation or application of a specific provision of the Agreement. The parties may, by mutual agreement, submit more than one pending grievance to the same arbitrator. All dismissals will be made within two weeks or ten (10) school days notice whichever is the longer period of time.

2.4 A grievance involving salary can be filed at Level 2, the Superintendent's level, and Level 1 is bypassed.

### **ARTICLE THREE – SICK LEAVE**

3.1 Each employee shall be entitled to a base of fifteen (15) days sick leave annually. Further sick leave will accumulate to a cap of eighty-five (85) days.

3.2 Employees will be given notification of accumulated sick leave on/or before October 1<sup>st</sup> each year.

3.3 An employee may utilize sick leave for absence due to illness of a member of the member's immediate family or household.

### **ARTICLE FOUR – SICK LEAVE BANK**

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

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

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.

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.

#### **ARTICLE SIX – 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 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 "Immediate family" is defined as the employee's spouse, 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.

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

7.1 180 student days plus five allowed for emergency cancellation of school; the minimum required by the Commonwealth of Massachusetts, Department of Education, with the following exceptions:

- (a) All unit members will be scheduled for the "orientation day" prior to the beginning of the students' school year.
- (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 those days in proportion to the time worked

7.2 All Unit members work on an hourly-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 his/her designee; after consultation with the administrator affected by the changes. In cases where reduction in the number of hours of an aide is a necessity, seniority shall be given consideration depending upon the needs of the school and the particular position involved.

7.3 Unit members shall be notified in writing, at least one week prior to the last day of school, of their employment for the following school year. Such notification can be subject to change as the needs of the District change.

7.4 All unit members will be assigned an appropriate step on the salary schedule. The Committee will not require unit members to attend meetings or conferences or to perform duties without compensation.

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

7.6 Each unit member will be provided with a thirty (30) minute duty free lunch, 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.

7.7 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 \$40 for a full day or \$20 for a half day.

7.8 If a unit member is asked to work beyond his/her regular prescribed hours (before/after school, etc.) the principal will notify the member that he/she must fill out a time card in order to be paid for the extra hours worked.

## **ARTICLE EIGHT – VACANCIES, JOB POSTINGS AND JOB DESCRIPTIONS**

8.1 When a new position covered by this Agreement is created or when a position covered by this Agreement becomes vacant, such vacancy shall be posted electronically. During the school year, postings will be via e-mail to all staff, and will be posted on the BPS website. During the summer months, positions will be posted on the BPS website and sent via e-mail to those Unit members eligible for summer BPS network access. This notice of vacancy shall remain posted for at least seven (7) workdays. Employees interested in applying shall do so within the posting period. Applicants from outside the school system will be considered during this period but no appointment will be recommended until the posting period is completed.

8.2 The Committee agrees to provide to the President of the Belmont Education Association, by the end of the first week of school of each school year, a list of newly hired education support personnel and further agrees to update the list on a monthly basis, during the school year, if new personnel are hired after the issuance of the annual list.

8.3 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 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).

8.4 Without waiving its right to determine core management decisions regarding qualifications and job descriptions, the Committee agrees that the Human Resources Director will oversee the review of all job descriptions in the unit and will provide ample opportunity for input by the President of the Belmont Education Association and other Unit D representatives.

## **ARTICLE NINE – EVALUATION AND PERSONNEL RECORDS**

9.1 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.

9.2 All unit members have the right, upon request, to review the contents of their personnel files.

9.3 No material derogatory to a unit member's conduct, service, character or personality will be placed in the personnel file unless the unit member has had an opportunity to review the material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The unit member has the right to submit a written response to such material and this response shall be reviewed by the Superintendent and attached to the file copy.

9.4 No material of anonymous authorship will be placed in the personnel file.

## **ARTICLE TEN – AGENCY FEE AND PAYROLL DUES DEDUCTION**

10.1 The Association and Committee agree to the provisions of Section 17C of Chapter 180 of the General Laws of Massachusetts. Upon submission of appropriately signed dues and credit union deduction cards, monthly deductions from salary will be made for the Belmont Education Association, the Massachusetts Teachers Association, the National Education Association and/or the Belmont Massachusetts Teachers' Federal Credit Union as designated thereon.

10.2 The signed dues and credit union deduction authorization cards, which shall be distributed and collected by the Association, must be submitted to Payroll by October 1. Deduction shall continue to be made unless the Superintendent is given sixty (60) days' notice in writing that the teacher wishes to withdraw this authorization.

10.3 Effective September 1, 2008, any Unit D member employed by the Belmont School Committee shall be subject to an agency service fee unless said employee is or becomes a member of the Belmont Education Association. Pursuant to MGL Chapter 150E, Section 12, it shall be a condition of employment that on or after the thirtieth (30<sup>th</sup>) day of employment in the bargaining unit or the effective date of this Agreement, which ever is later, each and every member of the bargaining unit shall pay to the Association an agency fee, which shall be proportionally commensurate with the costs defined by law and by the Massachusetts Labor Relations Commission's regulations contained in 456 CMR 17:00 Agency Service Fee. The Agency Service Fee shall be deducted from each paycheck pursuant to payroll authorization.

Collection of agency service fees, including the collection of delinquent fees shall be solely the responsibility of the Association, and the Committee shall not be obligated to take any action in regard to the employment of such delinquent employees. Unit members who fail to pay the fee shall not be subject to dismissal or suspension, but the Association shall have standing to pursue any and all remedies it may have at law to collect such fee. The Association agrees to set the amount of the agency service fee and to administer procedures relating to the fees in accordance with all applicable laws and regulations.

10.4 The Association shall indemnify and save the Committee and/or the Town harmless against all claims, demands, suits, or other forms of liability, which may arise by reason of any action taken in making deductions and remitting the same pursuant to this Article.

10.5 All Unit D members will be allowed to participate in any direct deposit programs offered to employees of the Belmont Public Schools.

## **ARTICLE ELEVEN – WORKERS' COMPENSATION / PROTECTION**

11.1 All Unit D members shall be covered by the provisions of the Workers' Compensation Law of the Commonwealth of Massachusetts Chapter 152, Section 69.

11.2 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 his/her 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 his/her sick leave in that year.

11.3 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.

11.4 The Committee shall provide protection as required by the provisions of Chapter 258 of the General Laws of the Commonwealth of Massachusetts.

**ARTICLE TWELVE – SALARY**

12.1 The pay schedules for Unit D are set forth in Appendix A of this Agreement.

12.2 Unit members are paid bi-weekly.

12.3 The employer may give credit to newly hired unit members for previous experience as a teacher, aide, classroom assistant, or tutor.

**ARTICLE THIRTEEN – HOLIDAYS**

13.1 Each member of the unit shall be entitled to the following paid holidays provided celebrating of the holiday falls on a scheduled work day:

- |                  |                           |
|------------------|---------------------------|
| Columbus Day     | Friday after Thanksgiving |
| Veteran's Day    | Martin Luther King Day    |
| Thanksgiving Day | Memorial Day              |

**ARTICLE FOURTEEN – FAMILY MEDICAL LEAVE**

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)

**ARTICLE FIFTEEN – JURY DUTY**

15.1 An employee who serves on jury duty will be paid the normal hourly rate for days served, provided the jury duty occurs on a normally scheduled work day. This shall be accomplished by the return of the school system of the per diem compensation received for that duty.

## ARTICLE SIXTEEN – SAVINGS CLAUSE

16.1 If any provision of this Contract shall be found to be contrary to law, then such provision shall not be applicable or enforced except to the extent permitted by law. Substitute provisions, if any, shall thereafter be negotiated between the parties hereto.

16.2 In the event that any provision of this Contract shall be found to be contrary to law, all other provisions of this Contract shall remain in effect.

## ARTICLE SEVENTEEN – GENERAL

17.1 This agreement shall be posted electronically on the BPS website. Five (5) paper copies shall be placed in each building and five (5) paper copies will be given to the BEA President.

17.2 Unit members will be eligible to apply for educational vouchers as administered by the Belmont Education Association.

## ARTICLE EIGHTEEN – DURATION

18.1 This contract will continue in effect from September 1, 2014, to and including August 31, 2017.

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.

## ARTICLE NINETEEN – LONGEVITY

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

	<u>9/1/14</u>
After 5 years of service in the Belmont Public Schools	\$300
After 10 years of service in the Belmont Public Schools	\$500
After 15 years of service in the Belmont Public Schools	\$600
After 20 years of service in the Belmont Public Schools	\$700

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.

## ARTICLE TWENTY – REDUCTION IN FORCE

20.1 The School Committee determines that a reduction in the number of unit member positions is necessary, the following procedure for reduction in staff shall apply: Unit members in each category, as defined below, shall be divided, by seniority, into two groups as:

- Group A: those with five (5) years or more of seniority; and
- Group B: those with less than five (5) years of seniority.

In the event of a reduction in the number of unit positions, the reduction, in the category involved, shall first be made in Group B. The decision to reduce shall not be subject to challenge. In the event that the reduction in the number of unit positions exceeds the number of unit positions of individuals in Group B in the category involved, the reduction shall be made in Group A in accordance with seniority, subject to the specific exception hereinafter noted, provided the remaining unit members in Group A are qualified to perform the duties of the position.

The exception to seniority reductions in Group A is the following:  
When it can be demonstrated that the needs of the system, based upon relevant educational criteria, necessitate the retention of the less senior unit member.

Notwithstanding the above, an employee who is assigned one-on-one to a student with an IEP (Individual Education Plan) regardless of group or category may not be bumped and may not bump another employee assigned one-on-one to a student with an IEP.

For the purposes of this article, unit members shall be divided into the following categories:

- |             |                                       |
|-------------|---------------------------------------|
| Category 1: | Professional Aides                    |
| Category 2: | Tutors                                |
| Category 3: | Campus Monitor                        |
| Category 4: | Classroom Assistants                  |
| Category 5: | METCO Aides                           |
| Category 6: | Professional Elementary Library Aides |

Seniority as used in this Article shall mean the length of service as a unit member In the Belmont Public Schools.

20.2 The seniority list will be submitted to the BEA President by November 1<sup>st</sup> of each year. Any corrections will be submitted by the BEA by February 1<sup>st</sup>.

## ARTICLE TWENTY-ONE – GROUP HEALTH AND LIFE INSURANCE

21.1 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 to \$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.

#### **ARTICLE TWENTY-TWO – PROFESSIONAL DEVELOPMENT**

22.1. No assistant will be expected to restrain a student without adequate training. No assistant shall be required to perform duties of an occupational / physical therapist.

22.2. The Staff Development Handbook will be available online, with a copy in each school in the library or the main office.

22.3 Unit members are encouraged to take professional development offerings within the system. 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.

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) 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.

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

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 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.

**APPENDIX A – Hourly Rates**

**UNIT D SALARY SCALE 2014-2015 SCHOOL YEAR**

Steps frozen until day 23

DAY 1

STEP	Professional Aides	Classroom Assistants & METCO Aides	Campus Monitor	ELL Tutors (Hired before September, 2002)
1	17.55	14.36	17.92	27.54
2	19.47	15.45	18.62	
3	21.05	15.87	20.13	
4	22.83	17.17		
5	25.02			

DAY 117: 1% applied to top step

STEP	Professional Aides	Classroom Assistants & METCO Aides	Campus Monitor	ELL Tutors (Hired before September, 2002)
1	17.55	14.36	17.92	27.82
2	19.47	15.45	18.62	
3	21.05	15.87	20.33	
4	22.83	17.34		
5	25.27			

**UNIT D SALARY SCALE 2015-2016 SCHOOL YEAR**

DAY 1

STEP	Professional Aides	Classroom Assistants & METCO Aides	Campus Monitor	ELL Tutors (Hired before September, 2002)
1	17.55	14.36	17.92	27.82
2	19.47	15.45	18.62	
3	21.05	15.87	20.33	
4	22.83	17.34		
5	25.27			

DAY 112: 1% to all members except those on top step and 2% to those on top step

STEP	Professional Aides	Classroom Assistants & METCO Aides	Campus Monitor	ELL Tutors (Hired before September, 2002)
1	17.73	14.50	18.10	28.38
2	19.66	15.60	18.81	
3	21.26	16.03	20.74	
4	23.06	17.69		
5	25.78			

**UNIT D SALARY SCALE 2016-2017 SCHOOL YEAR**

DAY 1

STEP	Professional Aides	Classroom Assistants & METCO Aides	Campus Monitor	ELL Tutors (Hired before September, 2002)
1	17.73	14.50	18.10	28.38
2	19.66	15.60	18.81	
3	21.26	16.03	20.74	
4	23.06	17.69		
5	25.78			

DAY 125: 1% to all members except those on top step and 2.5% to those on top step

STEP	Professional Aides	Classroom Assistants & METCO Aides	Campus Monitor	ELL Tutors (Hired before September, 2002)
1	17.91	14.65	18.28	29.09
2	19.86	15.76	19.00	
3	21.47	16.19	21.26	
4	23.29	18.13		
5	26.42			

Stipend for Professional Elementary Library Aides

Add a \$500 annual stipend (shall be paid bi-weekly) for professional elementary library aides as long as a certified librarian is not employed.

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

## APPENDIX B - BPS Parental Leave Policy

Two laws govern parental leave in Massachusetts:

1. Massachusetts Maternity Leave Act (MMLA) State law
2. Family Medical Leave Act (FMLA) Federal Law

### **MMLA**

The MMLA covers female employees who either give birth to, or adopt a child. Under this act, employees are entitled to take up to eight weeks of leave. While this leave is unpaid, you may apply accrued sick days to this leave. The eight weeks of leave begin at the birth of the baby, or placement of the child. The leave is consecutive and does include any holidays/school vacation days that fall during the leave. *Example:* if a teacher takes eight weeks of leave and February vacation week falls during the eight weeks, that week is included in the eight weeks. The teacher cannot extend his/her leave by an additional week. However, the teacher will only be “charged” for 7 weeks of sick days, as the February vacation week is considered non-teaching time in the Unit A contract.

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

### **FMLA**

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

Although this leave is unpaid, you may apply accrued paid leave time to this leave. FMLA leave and MMLA leave runs concurrently. FMLA leave does not include periods of time when employees do not regularly work such as, for teachers, during winter break, school vacation weeks, or during the summer between academic terms. *Example:* if a teacher takes 12 weeks of parental FMLA leave, either maternity, or paternity, and February vacation occurs during the leave, that vacation week does not count toward the employee’s eligible 12 weeks of FMLA leave. The Belmont Public Schools reserves the right to require you to use accrued paid leave during your FMLA absence.

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

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

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

If leave is foreseeable, employees are expected to provide written notice of requested leave as early as possible, and no later than 30 days, prior to the beginning of the requested leave. If 30 days notice is not practicable, such as because of a lack of knowledge, a change in circumstances, or a medical emergency, written notice must be given as soon as practicable. 111

Specific notice requirements apply to female employees who are members of Unit A and are pregnant and planning a maternity leave. These employees should refer to the BEA Unit A contract for specific information.

Medical certification is required for any FMLA leave, except for parental leave. Please note that FMLA leave for non-parental leave purposes may be denied if appropriate medical certification is not timely provided.

**Insurance Benefits**

Health insurance benefits are maintained throughout an MMLA 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.

**Extended Parental Leave**

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.