

THE ADMINISTRATIVE GUILD OF THE BOSTON SCHOOL SYSTEM,
A CHAPTER OF LOCAL 888, SEIU, AFL-CIO, CLC

AND

THE SCHOOL COMMITTEE OF THE CITY OF BOSTON

September 1, 2005 – November 30, 2006

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PREAMBLE

AGREEMENT made and entered into on the 7th day of July 2004 by and between the School Committee of the City of Boston (hereinafter referred to as the "Committee") and the Administrative Guild of the Boston School System, a Chapter of Local 888, Service Employees International Union, AFL-CIO (hereinafter referred to as the "Union")

ARTICLE 1 – UNION RECOGNITION, JURISDICTION AND DEFINITIONS

A. Union Recognition. The Committee recognizes the Union as the exclusive bargaining representative for all those persons in the following described unit:

All full-time and part-time clerical, accounting, technical, and purchasing employees of the Boston School Department, including without limitations employees of the following classifications:

<u>Grade</u>	<u>Title</u>
13	Account Clerk
31	Administrative Assistant
19	Administrative Secretary
21	Administrative Secretary
23	Administrative Secretary
27	Assistant Accounts Supervisor
21	Assistant Building Cont Supervisor
21	Assistant Buyer
25	Assistant Contract Supervisor
28	Assistant School Building Cont Supervisor
21	Assistant Supervisor – Data Operator
28	Buyer
19	Chief Radio Dispatcher
19	Chief Telephone Operator
8	Clerk
8	Clerk & Messenger
8	Clerk Stenographer
8	Clerk Typist
8	Clerk Typist – 766
19	Computer Operator
17	Computer Operator Trainee
20	Computer Operator
26	Computer Operator
21	Computer Operator Nights
26	Computer Programmer/Analyst
29	Computer Programmer
33	Computer Systems Analyst

29	Computer Systems Analyst
27	Contract Supervisor
28	Contract Supervisor
23	Data Control Specialist
21	Data Edit/Entry Operator/Evenings
17	Data Entry/Edit Operator
26	Data Proc Supervisor
13	Distribution/Duplication Clerk
19	Duplication/Distribution Supervisor
25	Head Accounting Clerk D1
31	Head Account Clerk – Payroll
30	Head Account Clerk
17	Head Accounting Clerk
27	Head Administrative Clerk
29	Head Administrative Clerk
31	Head Administrative Clerk
31	Head Buyer
25	Head Clerk
30	Head Computer Operator
35	Head Computer Programmer
30	Head Data Edit/Entry Operator
30	Head I/O Control Clerk
30	Head Staff Assistant I or II
28	Head Staff Assistant I or II
31	Head Staff Assistant I or II
32	Head Staff Assistant I or II
17	I/O Control Clerk
19	I/O Control Clerk Nights
18	Jr. Computer Repair Technician
27	Jr. Programmer
31	Jr. Systems Analyst
27	Jr. Technician Central Office ELA*
15	Non-Payroll Inf. Systems Coordinator
	Part-time Clerk Typist
29	Principal Administrative Clerk
21	Principal Account Clerk
23	Principal Account Clerk
25	Principal Account Clerk
27	Principal Account Clerk
28	Principal Account Clerk
25	Principal Account Clerk – Food Services
25	Principal Account Clerk – Payroll
23	Principal Administrative Clerk
28	Principal Administrative Clerk
17	Principal Clerk
17	Principal Clerk Typist
19	Principal Clerk Typist

21	Principal Clerk Typist
23	Principal Clerk Typist
28	Principal Clerk Typist – Human Resources
28	Principal Clerk Typist/Receptionist – Human Resources
15A	Principal Clerk/School Secretary
17	Principal Clerk/School Secretary (Lead secretary in elementary school(s) or middle school(s) with enrollment of approximately 400 – 800 students – enrollment determined by October’s Race by Grade Report)
19	Principal Clerk/School Secretary (Lead secretary in elementary school(s) or middle school(s) with enrollment of approximately over 800 students –enrollment determined by October’s Race by Grade Report)
19	Principal Clerk/School Secretary (Lead secretary in high school with enrollment of up to approximately 1,200 students – enrollment determined by October’s Race by Grade Report)
21	Principal Clerk/School Secretary (Lead secretary in high school or ORC with enrollment of approximately over 1,200 students – enrollment determined by October’s Race by Grade Report)
26	Principal Computer Operator
28	Principal Computer Operator/Nights
33	Principal Computer Programmer
28	Principal Data Edit/Entry Operator
29	Principal Data Edit/Entry Operator
26	Principal I/O Control Clerk
23	Principal Personal Clerk
22	Principal Staff Assistant
19	Principal Statistical Machine Operator
37	Principal Systems Analyst
31	Principal Computer Repair Specialist
30	Records Officer
21	Secretary
22	Secretary to Board of Examiner
23	Secretary to Community Superintendent
19	Secretary to Manager
21	Secretary to Manager
25	Secretary to Senior Officer - ORC
23	Secretary
26	Secretary to Senior Officer
17	Senior Accounting Clerk C1
19	Senior Account Clerk
13	Senior Clerk
15B	Senior Clerk – School Secretary 766 - 13
13	Senior Clerk Stenographer

15	Senior Clerk Typist
17	Senior Clerk Typist 766
15	Senior Clerk – School Secretary
13	Senior Clerk – School Secretary
29	Senior Computer Operations Technician
23	Senior Computer Operator
25	Senior Computer Operator/Nights
31	Senior Computer Programmer
29	Senior Computer Repair Technician
26	Senior Computer Repair Technician
26	Senior Data Edit/Entry Operator
20	Senior Staff Assistant
35	Senior Systems Analyst
33	Senior Technician*
16	Senior Telephone Operator
20	Senior Word Processor
31	Staff Assistant Unified Student Services*
20	Statistical Analyst
18	Staff Assistant
13	Statistical Machine Operator
28	Technical Support Assistant*
27	Technician – Special Education Operations*
28	Technician – Special Education Operations*
17	Telephone Operator – Hhorc
17	Telephone Operator
31	User Support Technician
18	Word Processor

The following titles are no longer in current use but the parties acknowledge that the titles and duties assigned to said titles are exclusively within the jurisdiction of the Union (the most recent grade of the position is indicated in the parenthesis): Assistant Supervisor Data Entry (23), Attendant (9), Computer Programmer/Analyst (32), Data Entry Specialist (27), Head Account Supervisor (29), Head Personnel Clerk (27), Non-Payroll Information Systems Coordinator (30), Principal Clerk (17), Principal Personnel Clerk (23) Principal Statistical Clerk and Stenographer (17), Principal Statistical Machine Operator (19), Senior Accounting Machine Operator (13), Senior Statistical Analyst (21), Statistical Analyst (20), Supervisor Data Quality Control (26), Supervisor of Contract Purchases (31), Supervisor of Statistical Machines (20), Unemployment Claims Officer (19), Attendance Monitor (8), Head Account Clerk D.I. (25), Head Account Clerk P/E (29), Head Account Clerk /636 (31), Principal Account Clerk Accounting (25), Principal Account Clerk ORC (23), Principal Account Clerk /Safety Service (25), Head Systems Analyst (39), Principal Account Clerk (17), Principal Account Clerk School Secretaries (15), Principal Clerk Stenographer(17), Systems Analyst (33), Computer Operator P/T (21), Principal Account Clerk Expenditures (27), Senior Clerk and Stenographer (13).

Excluding Business Manager, Assistant Business Manager, Secretary to School Committee, Assistant Secretary to School Committee, Secretary to Superintendent,

Secretary to Deputy Superintendent, Secretary to Senior Officers for Equal Opportunity and Implementation, Secretary to General Counsel, Secretary to Senior Manager of Personnel and Labor Relations, and Secretary to Personnel Manager, Staff Assistant/Operations, Staff Assistant, Teaching and Learning Support Services, Staff Assistant Unified Student Services*, Secretary/Office of Development, Secretary Internal Audit, Secretary Capital Improvement, Senior Coordinator Accounts Payable, Technician for Litigation Issues, Staff Assistant Food and Nutrition Services, Staff Assistant Office of Communications, Staff Assistant Recruiting and Staffing Office of Human Resources, Staff Assistant Facilities, and all other employees.

B. Jurisdiction. The jurisdiction of the Union shall include those persons now or hereinafter who perform the duties or functions of the categories of employees in the bargaining unit regardless of whether these duties or functions are performed by present, or modified, or new process or equipment.

C. Definitions. Whenever the term "employee" is used, it shall refer to any of the employees covered by this Agreement.

The term "full-time employee" as used in this Agreement shall refer to any employee whose regular scheduled workday is defined in Article 3.A. (Length of Workday) and who regularly works five (5) days per week.

* Those positions as defined in CAS-01-3479.

The term "part-time employee" as used in this Agreement shall refer to all employees not classified as full-time.

Wherever the term "location" is used, it is to include any work location or functional or administrative division or group in which a grievance may arise.

Wherever the terms "headmaster", or "principal", "director", or "department head" are used, they are to include the administrator of any work location or functional division or group.

Wherever the singular is used, it is to include the plural.

Wherever the masculine is used, it is to include the feminine.

Wherever the term "union representative" is used, it is to mean the Union location representative or his employee designee.

Wherever the term "qualified" is used, it is to mean able to perform the duties in a satisfactory manner within a reasonable period of time as demonstrated by past performance on the job and performance on Civil Service examinations. (See Article 4)

ARTICLE 2 – SALARIES AND RATES OF PAY PER HOUR

(See Appendix A)

A. Salaries

Effective September 1, 2002, there will be a 2% base wage increase.

Effective September 1, 2003, there will be a 2% base wage increase.

Effective December 01, 2004, there will be a 2.5% base wage increase.

Effective December 01, 2005, there will be a 2.5% base wage increase.

Effective August 31, 2006, there will be a 1% base wage increase.

Effective November 30, 2006, there will be a .5% base wage increase.

B. Temporary Employees. All provisional or temporary employees who have been employed for one consecutive year or more are entitled to move to Step 2 on the step system effective July 1, 1995, and one step annually thereafter until they have reached the maximum or are permanently appointed whichever comes first, and those who have been employed for less than one year shall move to Step 2 on their anniversary date, and move to the next step the following anniversary date, until such time as they have reached the maximum or are permanently appointed whichever comes first. All temporary and provisional employees will receive the full benefit of the contract except those provisions expressly reserved for permanent employees as set forth in this Agreement.

All temporary and provisional employees will pay an agency service fee after six (6) months of employment.

If a temporary or provisional employee is filling a Principal Clerk/School Secretary position, such employee shall move on the Step system beginning July 1, 1995 if delegation as not been implemented for entry-level positions.

C. Payroll Hold-backs. The current "hold-back" on employee pay, where necessary, will be reviewed for compliance with applicable laws and any contrary practices will be amended.

D. Benefits Status. Effective ninety (90) days after ratification of this Agreement all employees covered by this Agreement will be provided with the current status of their sick leave, vacation, and personal leave banks.

Thereafter, all employees will be provided with the information on January 1 of each year.

E. Orientation. The School Committee shall provide a brief orientation for new members of the bargaining unit on a monthly basis. Such orientation shall be provided to employees who are hired to fill vacancies anticipated being at least six months. The School Committee will provide the Union on a monthly basis, a list of new employees hired into the bargaining unit. The Union Representative

from SEIU shall be permitted to address new employees at the orientation and to provide materials.

ARTICLE 3 – WORKING CONDITIONS

A. Length of Work Day.

1. The workday of all employees working in schools shall begin fifteen (15) minutes prior to the beginning of the pupils' school day and shall end no later than one (1) hour after the close of the school day unless the employees are excused earlier by their immediate supervisor. Consideration shall be given to the safety of all secretaries leaving the building. All 766 School Secretaries shall work a student day.
2. The workday of all Administrative Offices shall begin at nine (9:00) a.m. and end at four forty-five (4:45) p.m., provided that during the months of July and August the workday shall end at four-fifteen (4:15) p.m.
3. The workday of all Secretaries to Level Superintendents and all employees working in the Material Distribution Center shall begin at eight-thirty (8:30) a.m. and end at four-fifteen (4:15) p.m., provided that during the months of July and August the workday shall end at three forty-five (3:45) p.m.
4. The current starting and ending time for all bargaining unit positions shall remain unchanged for the life of this Agreement unless there has been mutual agreement between the School Committee and the Union as to a change. The parties agree to the current times by side letter.

Any deviations of hours will be mutually agreed upon and specified on all job postings. Any changes in the regular workday that were made for the convenience of the employee shall be rescinded when the employee vacates the position and revert to the regular work day stated above, unless mutually agreed otherwise.

A joint committee of three (3) representatives from the Administrative Guild and three (3) representatives from the School Department shall be established to agree upon and implement procedures for workday coverage, in offices where there are more than two (2) Guild members assigned, from 9:00 A.M. to 5:00 P. M. in Court Street where applicable or 8:00 A.M. to 5:00 P.M. in Level offices where applicable in appropriate areas to be effective October 1, 1990.

5. No school Secretary or other bargaining unit employee assigned to an administrative component located in a school shall be required to remain working alone after the posted school hours or during the summer, non-student hours, if the administrative staff have left the building. By mutual agreement between the bargaining unit employee and the Administrator the following options will be considered:

For offices where there is no public access, the work site can be secured; the employee has access to a walkie-talkie/cell phone and an emergency call plan which includes who to call and all appropriate phone numbers; there is a school police officer present during the time the employee is working (at remote sites); If none of these is possible, a bargaining unit employee may be assigned to a standing alternative work site with access to a computer and telephone.

B. Overtime (See side letter dated 8/7/87)

1. All overtime shall be paid at one and one-half (1 & 1/2) times the employee's regular hourly rate.
2. An employee who, after completing his scheduled hours of work, is called back to work shall receive not less than three (3) hours of pay at one and one-half (1 & 1/2) times his hourly rate.
3. An employee who works on Saturday, Sunday, or a holiday shall receive not less than three (3) hours of pay at one and one-half (1 & 1/2) times his/her hourly rate, except if the employee is regularly scheduled to work on Saturday, in which case the employee shall receive his/her regular hourly rate on Saturday.
4. The work force of every department in which the need for overtime occurs shall have the right to first refusals of said overtime on an equitable rotating basis, provided that they are qualified to perform the work.
5. Where no member of the department workforce is available or qualified, every effort will be made to offer the overtime to other bargaining unit members in the location on an equitable rotating basis, provided they are qualified to perform the work.

C. Out of Grade Pay. Workers covering a position with a higher rate of pay shall at all times receive the higher rate of pay for all hours worked, including the overtime rate of pay, if the supervisor determines work needs to be done.

To be entitled to the higher rate of pay, an employee must actually perform substantially different duties from their regular position and perform a substantial part of the higher rated position's duties.

It is understood by the parties that out of grade pay will be given from day one.

D. Lunch Period.

1. All employees working in schools shall have a duty-free lunch period of one-half (1/2) hour.
2. All employees working in the Administrative Offices including Data Processing employees and employees at the Material Distribution Center shall have a duty-free lunch period of one (1) hour.

E. Coffee Break. All employees shall have one fifteen (15) minute coffee break to be scheduled by the Responsibility Center Manager.

F. Information at Location

1. Each location shall have a copy of the School Committee Rules and Regulations available to employees.

2. All official notices and circulars shall be made available upon receipt to all school personnel.

Cluster leaders, headmasters, principals, and other administrative heads are required to keep on file a dated checklist signed by all bargaining unit members under their jurisdiction as evidence that each worker has read every notice.

G. Seniority List. The Union shall be provided with a current seniority list of all employees in the bargaining unit. Such list shall contain the date of hire by the School Department, Civil Service appointment and the date of permanent appointment to the School Department of the City of Boston, if different. Personnel changes on the list shall be furnished to the Union every six (6) months thereafter.

H. Employee File. All employees' files shall be maintained under the following circumstances:

1. No material derogatory to an employee's conduct, service, character or personality shall be placed in the files unless the employee has had an opportunity to read the material. The employee shall acknowledge that he has read such material by affixing his signature on an actual copy to be filed, with the understanding that such signature merely signifies that he has read the material to be filed. Such signature does not necessarily indicate agreement with its contents.

2. The employee shall have the right to answer any material filed, and his answer shall be reviewed by the Manager of Personnel and Labor Relations and attached to the file.

3. Upon request by the employee, he shall be given access to his file without delay.

4. Upon receipt of a written request, the employee shall be furnished a reproduction of any material in his file.

I. Video Display Terminals (VDTs). In order to promote and establish a safe environment within the workplace, the parties agree that health and safety issues relative to VDTs shall be an appropriate item for discussion by the Labor-Management Committee.

1. Employees shall not be required to perform continuous duties at the work screen for periods in excess of two (2) hours at a time. For each consecutive two (2) hour period worked at his station, the employee shall be entitled to be away from the screen for a continuous period of fifteen (15) minutes. Such fifteen (15) minute period may consist

of an alternative job assignment or any break or lunch period otherwise authorized by this Agreement.

2. The School Committee shall make every effort to ensure that VDT equipment be properly maintained, including testing for brightness, flicker, clarity of image, contrast and adjustability, according to standards specified in the manufacturer's maintenance manual and/or maintenance agreement; that the VDT's be located away from windows and that windows in the rooms where VDTs are used will have blinds or drapes; that each VDT be fitted with an adjustable light providing direct light so that the operator may adjust the brightness and direction of light falling on copy material; that in the event screen color or adjustable lighting are unable to reduce glare then a non-glare screen shall be fitted on the VDT on an interim basis until another solution is found; that the VDT keyboard shall be adjustable and detachable and the screen be adjustable; that each VDT have a separate control for brightness and contrast which is easily adjustable by the employee; that the screen be free of flicker or blur; that all appropriate and necessary shielding be installed to protect employees from possible radiation hazards; and that no employee be assigned to work directly behind a VDT.

3. The School Committee shall make every effort to ensure that the primary choice for printer location is in a separate room, to minimize noise levels; that chairs to be used at VDT stations be adjustable for seat pan height, backrest height, and backrest angle; that there be adequate space for the copyholder and other materials.

4. Pregnant employees who work on VDT systems may request temporary reassignment within their job description or a comparable position, and be reassigned within the two (2) weeks of notification for the duration of the pregnancy.

She may transfer to any vacant position for which she is qualified that has already been posted and not filled. That vacated position shall be posted and filled on a temporary basis for the duration of the pregnancy and maternity leave. If the employee doesn't return at the expiration of the leave, then she forfeits all rights to return to that position and said position shall be posted and filled on a permanent basis.

If no transfer is possible, the employee is entitled to a leave of absence without pay for maternity purposes to begin at the request for transfer. The employee shall have the right to return to her original job at the end of this leave.

J. Job Descriptions (See Article 22 – Interim Evaluation)

1. Every position within the bargaining unit including but not limited to computer and technical jobs, shall have a job description which has been mutually agreed upon by the School Committee and the Union. A job description shall be a clear, concise and accurate summary of duties, responsibilities, and requirements of the job and shall include any special conditions of employment

2. The joint Labor/Management Committee shall review and update the job descriptions for all Guild bargaining unit positions (except Principal Clerk School Secretary and Principal Clerk Typist) by August 31, 2001. The duties and

responsibilities will become effective upon agreement. The new qualifications will become effective after the School Department has provided training in these areas.

3. A complete set of job descriptions shall be on file in the Personnel Office and shall be available for examination and copying by any bargaining unit member and Union representative.

4. On the first day of employment or transfer, each employee shall be furnished with a copy of his job description.

5. When filling vacancies, the School Department may designate which positions are to be bi-lingual required or bi-lingual preferred, after notice and input from the Union through the Joint Labor Management Committee. All positions designated as bi-lingual required or bi-lingual preferred will be subject to Article 1C and Article 4 of the contract.

No position shall be designated as bi-lingual preferred or required unless the operational needs of the School Department require such designation. Such requirements shall not be arbitrarily applied.

6. In any situation where a position is determined by the Committee to be bi-lingual required or preferred, and where after notice and input from the union through Joint Labor Management, the Union disagrees with the Committee's determination, the parties agree to obtain the services of a mediator from the Board of Conciliation and Arbitration, to attempt to achieve consensus on the issue. Disputes which are not resolved through mediation shall be the subject to an expedited arbitration process which means within thirty (30) days and there will be a bench decision issued or a decision within three (3) days.

7. All persons appointed to bi-lingual required or preferred positions will be required to have the same skills and pass the same tests as are applicable to similarly titled positions that do not have bi-lingual required or preferred.

8. Moreover, the parties agree that bi-lingual means communicate in English and communicate in the designated second language.

9. Any bi-lingual preferred or required position will be subject to periodic review by the School Department. The Labor-Management Committee, upon request of the Union, shall discuss whether a position previously designated bi-lingual or preferred is a continuing need.

10. Any employee in a position designated as bi-lingual required who is not bi-lingual shall be grandfathered.

11. For the purpose of this section and Article 4 qualified shall mean demonstrated ability as evidenced by one of the following:

Documentation of qualification (e.g., Certificate of completion of workshop or coursework) or letter from prior administrator that applicant meets qualifications for the position, or if neither of the above, the interviewing administrator may ask for a demonstration.

12. Professional Development. The School Department shall have a minimum of four (4) days of professional development per year for each Guild bargaining unit employee. The three (3) days currently offered to School Secretaries in August will count towards these four (4) days. This professional development (four days or its equivalent) will take place during normal work hours.

The School Department will offer professional development in those areas which allow Guild members to attain the necessary skills to allow them to successfully carry out their job responsibilities and will offer professional development in areas which will allow for advancement.

Pursuant to Article 17, Section D, the joint Labor/Management Committee will identify and develop training for all Guild bargaining unit employees. The School Department will provide the Union with copies of training schedules and curriculum after necessary needs assessment. The frequency of course offerings and number of seats in courses will ensure all Guild members the opportunity to participate.

For the positions of Principal Clerk School Secretary and Principal Clerk Typist for which new job descriptions were negotiated as part of the collective bargaining agreement, the duties and responsibilities will become effective upon ratification. The new qualifications will become effective after the School Department has provided for training in these areas.

K. Additional School Facilities

1. The School Committee and the Union shall exchange views concerning design and equipment of proposed new construction, alteration, or repair of existing facilities.

2. The School Committee shall make every effort to ensure that administration buildings have a lounge on each floor which is kept clean and provided with suitable furniture and other amenities.

3. The current lounges shall remain for the life of this Agreement.

L. Mileage. All bargaining unit members shall be reimbursed for miles traveled in connection with their duties at \$.20 per mile, plus any tolls and parking fees.

If a higher per mile rate is paid to any other employees in the school system, said rate shall be applied to the employees in this bargaining unit.

M. Smoking Policy. Effective July 1, 1990, smoking shall be prohibited in all facilities under the jurisdiction of the School Committee of the City of Boston.

N. Residency Requirement. All employees hired on and after 9/01/94 may as a condition of hire and continued employment, be required to be residents of the City of Boston. All employees hired prior to 9/01/94 shall be grandfathered for purposes of current employment and future promotions.

In the event the City of Boston gives a residence date higher than 1994 to any other bargaining unit, then the residency date for this bargaining unit shall be changed to this higher date. In any event, Residency Date shall be defined as date of hire in the City of Boston.

ARTICLE 4 – POSTING AND BIDDING OF VACANCIES

Definition. For the purposes of this Agreement, a vacancy shall be defined as any permanent opening occurring or reasonably expected to occur, in a classification within the bargaining unit, and shall also include the establishment or reclassifications of existing positions.

B. Posting and Bidding Procedure.

Effective September 1, 2004, there will be four (4) bids per year.

The Second Monday in October

The Second Monday in January

The First Monday in March

The First Monday in May

1. Bids will be mailed to Guild employees' home address of record.
2. All applications must be submitted within seven (7) calendar days after the postmarked date on the bid list.
3. Employees may apply for no more than five (5) positions at any one time.
4. In the event of a tie in seniority, all of the tied applicants' names will be sent.
5. Eligibility/Denial letters will be sent to employees' home address of record.
6. An employee with an unsatisfactory performance evaluation has no bidding rights until that employee receives a subsequent satisfactory performance evaluation. For the purposes of this section an unsatisfactory evaluation means an unsatisfactory rating in any two areas on an interim or annual evaluation. (See Article 22 – Performance Evaluation)
7. Effective April 1, 2001, employees who bid for and accept a position as a Principal Clerk-School Secretary will be required to remain in that position for one year plus the remainder of the subsequent school year. The one-year begins with the date of the bid.

8. The Guild agrees to withdraw with prejudice all pending grievances or arbitrations involving sending more than three (3) names on a bid where seniority was tied.
9. Three (3) copies of the annual bid lists shall be supplied to the Union seven (7) days prior to their distribution. Three (3) copies of all other bid lists shall be supplied to the Union at least two (2) days prior to their distribution.
10. All vacancies not filled by permanent transfers or permanent promotion or temporary promotions from a Civil Service list shall be reposted not later than one ((1) year after initial posting.
11. All applications shall be in writing, and shall set forth the present position and grade of the applicant; the position for which the applicant is to be considered, promotion, or temporary transfer; and the date of permanent appointment of the applicant to the School Department of the City of Boston.

All employees meeting the qualifications of the position, regardless of status, may apply for vacancies under this Article. Bid lists will be compiled and arranged pursuant to Section C and F below. Listed first will be employees holding permanent appointments to bargaining unit positions. Listed separately will be employees holding less than permanent appointments (e.g., temporary, provisional).

Only employees who have been permanently appointed to a bargaining unit position are eligible initially for vacancies under this Article. If no permanent employees apply for vacancies, the positions shall be filled by bids from temporary or provisional employees.

For each posting, the School Committee shall send to the Union the complete bid list, including the applicant's name, current and permanent grade. For each posting, the School Committee shall send a letter containing the top three (3) qualified applicants' names and current/permanent grades to the Responsibility Center Manager. A copy of this letter shall be sent to each of the three (3) affected applicants and a (1) copy shall be sent to the Union.

12. For the purpose of this Article, "date of permanent appointment" is defined as the last permanent appointment to the School Department of the City of Boston.

13. An employee who has been awarded a position as a result of a bid for such position shall not bid again for a period of one (1) year, provided, however, that the one (1) year limitation shall not prevent any employee from bidding on a higher paying position(s).

14. Annual Posting Procedure. The two (2) Annual bids shall be eliminated when the delegation process is substantially implemented by February 14, 1995. The parties may mutually agree to extend this date as appropriate. Substantially implemented means:

- a. Consultant hired.

b. Entry level tests conducted and appointments made for those who pass written and performance test (typing) for positions currently held by employees with no permanent status.

c. Promotional level tests for clerical levels II & III and the account clerk series which are currently in existence are conducted and appointments made for positions currently held by employees on a provisionally promoted basis. If DPA has not given approval to BPS to give account clerk series on or before January 1, 1995, failure to give the account clerk series tests and make appointment on account clerk series by February 14, 1995, shall not constitute failure to substantially implemented.

Delegation appointment package shall be funded as a cost item of this Agreement.

Delegation/appointment process shall be subject to joint discussion and consultation between the Guild and the School Department, including but not limited to the consultant selection process

15. Civil Service List. Whenever the School Committee issues requisitions to the Civil Service Commission for lists and exams, copies of such requisitions shall be provided to the Union.

C. Permanent Transfer. A vacancy shall be first filled by permanent transfer. A permanent transfer shall be defined as a transfer by any person permanently appointed to a position within the bargaining unit to a position of the same title. The vacancy shall be filled by one (1) of the first three (3) senior qualified applicants regardless of grade in that title. No temporary or provisional transfers or promotions shall be made when there are eligible applicants for permanent transfer.

D. Permanent Promotion. In the event there is no qualified applicant for a permanent transfer, the vacancy shall next be filled by promotion from a list established as a result of a Departmental Promotional Examination, in accordance with current Civil Service Regulations.

Promotional appointments from promotional lists may be one-day appointments. An employee who so chooses may revert to his previous position on the following day if said position is a higher pay grade and higher Civil Service title than the employee's new permanent title.

E. Temporary Promotion. In the event that the position is vacated through the bidding procedure, the position shall next be filled as a temporary promotion from the established Civil Service eligible list, in accordance with Civil Service rules and regulations. Such vacancy shall be filled in this manner until such time that it becomes a permanent vacancy and shall not be subject to bid. However, in no way shall this provision prevent the School Department from hiring a temporary employee until such time as a temporary promotion is made from the Civil Service List.

F. Provisional Promotion. In the event there is no certified list for promotion from the next lower grade, the vacancy shall be filled by provisional promotion. For the purposes of this Agreement, a provisional promotion shall be as described in Section 15 of the Civil Service Law (G.L. Chapter 31, Section (15)). The position shall be filled by appointment of one (1) of the first three (3) senior qualified applicants from the next lower grade. In the event only one (1) or (2) two applicants from the next lower grade apply for the position, the head of the receiving department or school must select that applicant, or one (1) of them, if qualified, and applicants from lower grades shall not be considered. If the only employees bidding on a vacancy are provisional (i.e. they have no permanent civil service status), they are to be ranked in accordance with continuous service within the School Department in a Guild position, provided that they are qualified for the position.

For purposes of these sections only, an employee's grade shall be deemed to be the lowest grade for the title except for those employees who have been grandfathered with rights to bid at a higher grade as provided by an agreement dated March 16, 1993.

G. Promotion and Transfer Procedures: Bid Lists and Seniority. In filling any vacancy, the head of the receiving department or school may have a personal interview with the applicant and, except as otherwise stipulated in this Agreement, shall select one of the first three (3) senior qualified applicants on the bid list. The bid list shall be compiled and arranged in the following manner: first, by grade, the highest grade being first; then, by seniority within the grade, the applicant with the longest period of service in the School Department of the City of Boston, being first.

The head of the department or principal should state in writing his reasons for selecting the number two (2) or number three (3) applicant before the transfer is acted upon by the School Committee.

All transfers and promotions shall be acted upon within two (2) weeks following the closing time of bids. The transfer or promotion shall take effect within five (5) working days after the approval of the School Committee.

For purposes of these sections only, an employee's grade shall be deemed to be the lowest grade for the title except for those employees who have been grandfathered with rights to bid at a higher grade as provided by an agreement dated March 16, 1993.

H. Reclassification of Positions and New Positions. No positions within the bargaining unit shall be reclassified and/or no new positions established without prior negotiations with the bargaining unit.

This shall include positions established under the Management Intern Program or other similar programs sponsored by the Commonwealth or sub-divisions thereof.

I. Technical or More Complex Positions. Employees will be deemed qualified for the following positions based on past performance in appropriate entry level or next lower

positions in the same series, performance on Civil Service examinations, or successful completion of the formal training qualifications listed for each position.

Head Input/Output Control Clerk

3 credits, Computer Science

Principal Data Edit/Entry Operator

3 credits, Computer Science

Head Data Entry Operator

3 credits, Computer Science and/or
experience as Pr. Data Edit/Entry Operator

Computer Operator

3 credits, Computer Science or

3 credits, Intro to Computer Operations or

3 credits, Intro to DOS JCL

Senior Computer Operator

Same as Computer Programmer

Principal Computer Operator

Same as Computer Operator

Head Computer Operator

Same as Computer Operator

Programmer

12 credits, Programming (6 in COBOL)

Senior Programmer

Same as Programmer

Principal Programmer

Same as Programmer

Head Programmer

Same as Programmer

Systems Analyst

12 credits, Programming (6 in COBOL)

Senior Systems Analyst

Same as Systems Analyst

Principal Systems Analyst

Same as Systems Analyst

Head Systems Analyst

Same as Systems Analyst

Junior Repair Technician

Senior Repair Technician

Head Staff Assistant

Possible experience required specific to job

Computer Operator Trainee

The next ISD vacancy shall be posted as Computer Operator. If no qualified applicant, fill as trainee with no qualifications necessary. The employee shall be trained as a Computer Operator. When the employee has acquired the knowledge or skill equivalent to the qualifications for Computer Operator, the employee shall be reclassified as a

Computer Operator.

The same procedure for every Computer Operator opening thereafter; however, only guarantees one trainee at a given time.

Junior Programmer

3 credits, Computer Science

The employee will take 12 credits in programming (6 in COBOL) over 2 years while in the position, with paid release time for up to 6 credits. When the employee has acquired the knowledge or skill equivalent to the qualifications the employee shall be reclassified as a Programmer.

When there is a Programmer's vacancy, post as a Programmer. If no qualified applicant, fill as Junior Programmer. Same procedure for every Programmer vacancy; however, only one Junior Programmer at any given time.

Junior Systems Analyst

3 credits, Computer Science

The employee will take 12 credits in programming (6 in COBOL) over 2 years while in the position, with paid release time for up to 6 credits. When the employee has acquired the knowledge or skill equivalent to the qualifications the employee shall be reclassified as a Systems Analyst.

When there is a Systems Analyst vacancy, post as Systems Analyst. If no qualified applicant, fill as Junior Systems Analyst. Same procedure for every Systems Analyst vacancy; however, only one Junior Systems Analyst at a given time.

The entry level and title series are as follows:

<u>GRADE</u>	<u>TITLE</u>
17	I/O control clerk
19	I/O control clerk - nights
26	Pr. I/O ctl clerk
30 *	Head I/O clerk
17	Data Ent/Ed Op
19	Data Ent/Ed Op - nights
26	Sr. Data Ent/Ed
28 *	Pr. Data Ent/Ed
30 *	Head Data Ent/Ed
17	Comp. Op. Trainee
19 *	Comp. Op.
21 *	Comp. Op. - nights
23 *	Sr. Comp. Op.
26 *	Pr. Comp. Op.
30 *	Head Comp. Op.

27 *	Jr. Prog.
29 *	Comp. Prog.
31 *	Sr. Comp. Prog.
33 *	Pr. Comp. Prog.
35 *	Head Comp. Prog.
31 *	Jr. Systems Analyst
33 *	Sys. Analyst
35 *	Sr. Sys. Analyst
37 *	Pr. Sys. Analyst
39 *	Head Sys. Analyst
18	Staff Assistant
20	Sr. Staff Assistant
22	Pr. Staff Assistant
28 *	Head Staff Assistant
30 *	Head Staff Assistant
18	Junior Repair Technician
29	Senior Repair Technician
31	Principal Repair Technician

(* Indicates position with specific qualifications. Positions without an * are entry level positions.)

J. Seniority Definition for Posting and Bidding. Effective with the execution of the prior collective bargaining Agreement, for purposes of Article 4, seniority shall mean length of continuous employment as a permanent Civil Service employee by the School Committee in a position in the Guild bargaining unit.

Notwithstanding any Civil Service law, rule or regulation generally applicable to seniority computations, seniority for bidding, transfer, or filling of vacancies is lost by:

1. resignation or retirement
2. termination for cause
3. transfer of appointment to a position in the School Department outside of the Guild bargaining unit
4. unpaid leave of absence beyond 90 days, except a leave of absence for:
 - a. industrial accident
 - b. military duty
 - c. maternity and/or child care
 - d. union officer leave
 - e. EAP program staff leave

In addition, an unpaid leave of absence for personal or family illness beyond 90 days will not constitute a break in service but the time spent on such leave beyond 90 days will not count as seniority. An unpaid leave of absence for educational purposes, which is properly documented, such leave of absence, for up to one year, will not constitute a break in service, but such time will not count as seniority. An unpaid leave of absence for education over one year will result in a loss of all seniority.

ARTICLE 5 – MAINTENANCE OF BENEFITS

A. All benefits and practices now established by rule and regulation of the Committee (including but not limited to leave of absence, vacation, sick leave and hours of work) shall be maintained except as specifically modified by this Agreement.

B. In addition to their annual vacations, employees shall be granted two (2) working days off with pay during the December school vacation period of each year. Any days not taken during the vacation period may be taken at any other time during the year, subject to the approval of the Director of Human Resources which shall not be unreasonably withheld. All school-based employees will be given all school vacation days off with pay.

ARTICLE 6 – LEAVE

(See Side Letter – Sick Leave Bank Program)

A. Sick Leave

1. All employees shall be granted an annual leave of fifteen (15) days without loss of pay for absences caused by illness or by injury, or by exposure to contagious disease. Such leave not used in the year of service shall be accumulated for use in subsequent years.

All new employees shall accumulate sick leave at the rate of one and one-quarter (1 & 1/4) days per month.

During their first six (6) calendar months of employment, temporary or provisional employees will accumulate sick leave at the rate of one and one-quarter (1 & 1/4) days per month but are not eligible to use sick leave during this period. At the beginning of their seventh calendar month of employment, such employees shall receive a bank of 7.5 sick days, which they may then use and shall continue to accrue sick days at the rate of one and one-quarter (1 & 1/4) days per month until September 1st when they shall be credited with the annual fifteen (15) sick days.

2. Family Illness - Up to 15 days of accumulated sick leave may be used for critical family illness in each school year, provided the employee submits, upon request, medical certification of their need to care for family member(s).

3. When the sick leave reserve is exhausted, vacation time may be used. All requests for an extension of sick leave shall be made to the Director of Human Resources. All members of the bargaining unit are covered by Worker's Compensation. An employee absence due to personal injury arising out of and in the course of his employment may take such sick leave or vacation allowance as, when added to the amount of any weekly Worker's Compensation actually received, will result in the payment to him of his full salary, in accordance with Article 19 of this contract.

4. No employee shall suffer any reduction in his credited sick leave reserve due to a change in classification.

5. For the purposes of this Article, "service" is defined as employment in any State, County, or City Department in the Commonwealth of Massachusetts.

6. Sick Leave Plan Safeguards

a. Members of the bargaining unit shall be required to furnish a physician's certificate only stating that the employee is under his/her care and only when the absence is for six (6) or more consecutive working days.

b. Recommendation of principal or director on Form 29, Application for Leave will be made only when physician's certificate is required in paragraph "a". Where physician's certificate is not furnished, principal or director will forward Form 29 to the Superintendent's office with a notation to the effect that no physician's certificate was furnished for leave requested.

7. Persons who retire, resign or die after ten (10) years of employment in the Boston School System shall be compensated for unused accumulated sick leave. Such payment shall be made at the rate of 40% of the unused accumulated sick leave based upon the annual rate of pay of the person at the time of death, retirement or resignation. In the event of death, payment shall be made to the estate. Such payment shall be made in two equal payments over two years.

B. Maternity and Child Care Leaves of Absence

1. Any employee who becomes pregnant shall give the Superintendent and her immediate superior immediate notice of the pregnancy and the expected date of delivery.

2. Any employee shall be eligible to use accumulated sick leave for disability caused by pregnancy or childbirth and recovery therefrom. The certificate or statement of a doctor that such employee was not in fit condition for service shall be necessary following an absence of six (6) or more successive work days under sick leave.

3. Any employee who is pregnant shall, upon request, be given a maternity leave of absence without pay; provided that employee shall be eligible to use accumulated sick leave for such portion of the maternity leave of absence for which her physician certifies that she was not in fit condition for service due to disability caused by pregnancy or childbirth and recovery therefrom.

4. No pregnant employee shall be permitted to work later than the date recommended by her physician.

5. The pregnant employee shall notify her immediate superior no less than two (2) weeks before her anticipated date of departure of the day she will leave.
6. The employee, after delivery or if the pregnancy is of shorter duration than expected, may be permitted by the Superintendent to return to work upon notifying, in writing, no less than two (2) weeks in advance of her return, the Superintendent and her immediate superior. The Superintendent may require the certificate or statement of a doctor that such employee is in fit condition for service.
7. No maternity leave of absence combined with any sick leave for disability caused by pregnancy or childbirth and recovery therefrom shall exceed eighteen (18) months, except in accordance with Paragraph 8.
8. If, before the expiration or termination of an absence under sick leave for disability caused by pregnancy or childbirth or recovery there from, or a maternity leave of absence, an employee shall become aware that she is pregnant again, the absence for her prior pregnancy shall immediately terminate and she shall be subject anew to this leave of absence.
9. Unpaid leave under this Section shall be available for the purpose of adopting a child or for the father of a newborn. Such leave will not exceed eight (8) weeks unless the child is under twenty-four (24) months old, in which case no such leave shall exceed eighteen (18) months.

C. Leave of Absence Other than Sick Leave, Maternity, and Childcare for Everyone in the Bargaining Unit.

	<u>DAYS</u>	<u>PAY</u>
1. College Degree - to receive degree at college.....	1	no loss
2. Delegates to State or National AFL-CIO Organizations.....	3	no loss
3. Court Summons		
--Personal Business.....		no pay
--School Business.....		no loss
--Witness.....		no loss
--Court attendance except in a case to which the member of the bargaining unit is a party.....		no loss
4. Jury Duty.....		no loss
5. Death:		
--Immediate family, including mother(in-law),		

Father(in-law), step-parent, (step) child(ren),
 grandparent(s), grandchild(ren) or
 anyone residing in the same household.....5 no loss
 (consecutive working days immediately preceding, following or
 including the day of death. Holidays, vacations or suspended
 sessions shall be considered working days under this provision.)

--Niece, Nephew, Cousin, Uncle, Aunt,
 In-Laws other than above..... 1 no loss

6. Funeral:

Niece, Nephew, Cousin, Uncle, Aunt, In-laws other than above
 1 no loss

7. Illness in Immediate Family:

Critical, not exceeding five days in one school year..... 5 no loss

8. Jewish Holy Days:

Rosh Hashanah and Yom Kippur..... 2 no loss

9. Personal Leave:

Personal need not otherwise provided for

Unused personal leave 3 no loss

Unused personal leave days shall be added to sick leave accumulation.

10. Holidays. The following holidays shall be granted with pay. Where any of the
 holidays noted below (except for Evacuation Day and Bunker Hill Day) fall on a
 Saturday or Sunday, the previous Friday or the following Monday shall be deemed to be
 a holiday for the purposes of this Agreement:

New Year's Day
 Martin Luther King Day
 Washington's Birthday
 Evacuation Day
 Good Friday
 Patriots' Day
 Memorial Day
 Bunker Hill Day
 Independence Day
 Labor Day
 Columbus Day
 Veterans' Day
 Thanksgiving Day
 Christmas Day

If any of the above holidays fall on an employee's scheduled day off, the employee shall receive another day off with pay, at a mutually agreeable time.

All full-time employees shall be paid for the above-mentioned holidays.

Part-time employees shall be paid their regular day's pay for holidays which fall on days they are regularly scheduled to work.

11. Quarantine: Same as sick leave

12. Travel Time:

Funeral, when only one (1) day without loss is allowed

E.g. niece, nephew, etc. 1 no loss

13. Other Reasons. An employee may be allowed up to three (3) hours in any one day at the discretion of the officer in charge of the department and not reported on the certifications.

14. Loss of Pay. If a member of the bargaining unit is absent from his employment for reasons other than those set forth above, he shall lose no more than one-fifth (1/5) of his weekly pay for each day absent.

15. Family Care. Any employee who is responsible for the care of family members may request up to a one (1) year unpaid leave of absence to care for family members who are ill. Permission shall not be unreasonably withheld.

D. Sick Leave Bank Program. A sick leave bank program is established with the Administrative Guild. A joint Labor/Management Sick Leave Bank Oversight Committee shall be established to administer the sick leave bank.

Membership

In order to establish this program, there must be at least 100 Guild bank members. Must be Administrative Guild members to participate. Members must have completed three (3) or more years of continuous service to be eligible to participate. Sick leave bank members must donate two (2) sick days for the first year, and thereafter, one (1) sick day annually during the enrollment period. Donation days will be deducted from an employee's sick leave balance.

Eligibility

Only employees who have donated to the sick leave bank will be eligible to apply for sick leave bank time. Employees must have exhausted all accumulated sick leave and other paid time. The bank is for employees' illness only and cannot be used for illness of family members. All requests for sick leave bank grants must be submitted in writing, accompanied by medical certification. Individuals who have a disability plan and are receiving disability payments or who are receiving workers' compensation payments will be eligible for sick leave bank grants such that in combination with the

sick leave bank payment the amount shall not exceed the individual's daily rate of pay. Individuals are eligible to receive up to thirty (30) days of sick leave time at one time and may request an additional thirty (30) days, for a maximum of sixty (60) days. Time granted and not used shall revert to the sick leave bank.

Sick Leave Bank Oversight Committee

The Oversight Committee shall consist of three representatives from the Union and three representatives from the Employer. The Committee shall make all decisions by majority vote. The Committee shall make all decisions to grant or deny applications for sick leave bank time. Such decisions shall not be grievable. The Committee shall review all requests. The Committee shall meet regularly to consider requests at mutually agreed times. The Committee shall keep records of all sick leave time donated to and allocated by the bank.

ARTICLE 7 – VACATIONS

All employees shall be entitled to the vacation benefits. Employees who have been in the employment of the School Committee, City, County, or State shall be credited with seven and one-half (7-1/2) days vacation after completion of six (6) calendar months of employment and shall thereafter accumulate vacation at the rate of one and one-quarter (1-1/4) days per month.

Any employee who has been in the employment of the School Committee, City, State, or County, for five (5) years of full-time employment shall be entitled to four (4) weeks' vacation with pay and shall accumulate vacation at the rate of one and two-thirds (1-2/3) days per month. Effective September 1, 1984, employees who have been in the employment of the School Committee, City, State, or County for ten (10) years shall be entitled to five (5) weeks' vacation with pay and shall accumulate vacation at the rate of two and one-twelfth (2-1/12) days per month.

Any employee whose employment is terminated by dismissal without just cause, or by resignation, retirement or death without having taken the vacation to which he is entitled, or in the case of his death, his estate, shall be paid in lieu of such vacation an amount equal to one (1) full day's pay at his regular rate for each such day of unused vacation.

School Secretaries shall be entitled to vacation in accordance with Article 7 of the Agreement. Such vacations may not be taken the one (1) week immediately after the close of school or the three (3) weeks prior to the opening of school. School Secretaries who are required to work during their vacation or who work at other positions during their vacation period shall be compensated at the established overtime rate.

ARTICLE 8 – GRIEVANCE PROCEDURE

It is the declared objective of the parties to encourage prompt resolution of grievances. The parties recognize the importance of prompt and equitable disposition of any

complaint at the lowest organizational level possible. Employees subject to this Agreement shall not suffer a loss of pay for time spent in conferring and meeting on a grievance. Any person(s) or the Union shall have the right to present a grievance and have it promptly considered on its merit.

A. Definition. A "grievance" shall mean a complaint (1) that there has been as to the person a violation, misinterpretation or inequitable application of any of the provisions of this Agreement, or (2) that a person has been treated unfairly or inequitably by reason of any act or condition which is contrary to established policy or practice governing or affecting employees, except that the term "grievance" shall not apply to any matter as to which the Committee is without authority to act.

As used in this Article, the term "person" or "employee" shall mean also a group of employees having the same grievance, or the Bargaining Agent.

B. Adjustment of Grievances. Grievances of employees within the bargaining unit shall be presented and adjusted in the following manner:

1. General Procedure

Step 1

An employee or his Union representative may either orally or in writing present a grievance to the headmaster, principal or department head within a reasonable time, normally within thirty (30) school days after knowledge by the employee of the facts giving rise to the act or condition which is the basis of the complaint.

The headmaster, principal, or department head shall confer with the employee at the time of complaint or within five (5) school days with a view to arriving at a mutually satisfactory resolution of the complaint. At the conference, the employee may present the grievance personally or he may be represented by a Union representative; but where the employee is represented, he must be present. Whenever a grievance is presented to the headmaster, principal or department head by the employee personally, the headmaster, principal or department head shall give the Union representative the opportunity to be present and state the views of the Union.

The headmaster, principal or department head shall communicate his decision orally or in writing to the aggrieved employee and to any Union representative who participated in this step within ten (10) school days after receiving the complaint.

If the grievance is unresolved, the mediators may be assigned within five (5) school days to assist the parties in attempting to resolve the complaint. If the dispute is not resolved within five (5) school days following the assignment of the mediators, the grievance may be appealed to the next step of the grievance process. The procedural time limits specified in any step of this procedure may

be altered in any specific instance, including, but not limited to, scheduling difficulties by mutual agreement.

Step 2

If a grievance is not resolved by Step 1, the aggrieved employee or the Union may appeal by forwarding the grievance in writing to the Manager of Employee Relations within ten (10) school days after he has received the Step 1 decision. The appeal shall include:

- a. Name and position of grievant
- b. A statement of the grievance and the facts involved
- c. The corrective action requested
- d. Name of the Union representative at Step 1, if any
- e. Signature(s) of grievant(s) or Union representative

The Manager of Employee Relations will arrange to have a conference with the aggrieved employee and his Union representative(s), if any. The aggrieved employee and the Union representative(s) shall be given at least two (2) school days notice of the conference. The aggrieved employee shall be present at the conference, except that he need not attend where it is mutually agreed that no facts are in dispute and that the question before the Manager of Employee Relations is one of interpretation of a provision of this Agreement or an established policy or practice.

The headmaster, principal or department head may be present at the conference and state his views. The Manager of Employee Relations shall issue a written decision on the grievance as soon as possible, but not later than seventeen (17) days after the receipt of the appeal. A copy will be sent to the aggrieved person and the Union.

Step 3

The decision of the foregoing step may be appealed in writing by the employee or the Union to the Superintendent of Schools within fifteen (15) school days after the decision of the Manager of Employee Relations has been received. The Superintendent or his designated representative shall meet with the aggrieved employee and the Union representative(s). The aggrieved employee and the Union representative(s) will receive at least two (2) school days notice of the meeting and an opportunity to be heard. The headmaster, principal, or department head and the Manager of Employee Relations may be present at the meeting and state their views. The Superintendent or his designated representative shall communicate his written decision together with supporting reasons to the aggrieved employee and to the Union as soon as possible but not later than seventeen (17) school days after the receipt of the appeal.

2. Initiation of Grievances or Complaints Filed by the Union at Step 2 or 3. Grievances arising from the action of officials other than the headmaster, principal, director or department head may be initiated with and processed in accordance with the provisions

of Step 2 of the grievance procedure. Where the action is initiated by the Superintendent of Schools, the grievance may be filed at Step 3.

Conferences held under this procedure at Step 2 or 3 shall be conducted at a time and place which afford a fair and reasonable opportunity for all persons entitled to be present and to attend.

When such conferences are held during working hours, all persons who participate shall be excused with pay.

Grievances initiated at Step 2 or Step 3 of the grievance process may be referred to mediation at any time by mutual consent of the Union and the School Committee. If the dispute is not resolved within seventeen (17) days after receipt of the Step 2 or Step 3 grievance, the grievance may be appealed to the next step of the grievance arbitration process.

3. Salary and Leave Grievance. The following grievances shall be presented directly to the Manager of Employee Relations at Step 2 and in accordance with the time requirements for filing set forth in Step 1:

- a. A grievance alleging that the person was placed on the wrong step of the salary schedule;
- b. A grievance alleging the person's wages were improperly paid;
- c. A grievance alleging the person was improperly denied an increment;
- d. A grievance alleging the person was improperly denied a leave of absence without pay.

4. Time Limits. The procedural requirements specified in any step of this procedure may be altered in any specific instance by mutual agreement.

A grievance filed in an inappropriate step of this procedure will be considered as properly filed, but the time limits for answering the grievance shall not begin until the grievance is referred to the appropriate step.

In the event that the immediacy of a complaint requires an employee to meet with his headmaster, principal, director or department head suddenly (on a non-scheduled occasion), he shall be allowed to have his Union representative present at the meeting provided he first makes this request of the headmaster, principal, director or department head.

If a decision at any level is not provided within the time limits specified, the grievance may be assumed to have been denied on the day the decision was due and shall be qualified to be taken to the next higher level. However, no deadline for taking a grievance to the next higher level shall be binding on the grievant or the Union until a decision at the lower level has been given.

5. Discipline and Discharge Grievances. No employee covered by this Agreement shall be disciplined or discharged except for just cause. Before any action affecting the

employment or compensation of any employee referred to in the preceding sentence is taken; the employee shall be given a written statement of the specific reason(s) for the contemplated action. No disciplinary penalty (including discharge) in excess of five (5) days shall be imposed until after a hearing before the Superintendent or Deputy Superintendent. The Union has the right to go directly to arbitration for disciplinary cases (including discharge) over five (5) days.

C. Mediation. A steering committee consisting of an equal number of representatives designated by the Union and the School Committee shall meet no later than three weeks from the date of execution of this Agreement. The committee will be charged with the implementation and oversight of a new mediation process designed to resolve workplace problems in a fair and constructive manner. The steering committee shall choose up to six (6) employees or members of the Boston Public School system, three (3) to be selected as the School Committee's appointments and three (3) to be selected as the Union's appointments, to be trained as mediators for the system. Employees chosen for this position should have demonstrated excellent interpersonal skills, creativity, and an orientation toward collaborative problem solving in carrying out their duties in the system. The candidates chosen should as a group be highly representative of the racial and ethnic diversity of the school system. They should receive formal training in problem-solving mediation. Appointments as a mediator should be voluntary. Appointments may be reviewed by the steering committee annually and can be terminated at the discretion of the steering committee. Members of the steering committee and appointed mediators shall be excused from work with pay to conduct the business of the committee and to attend formal trainings.

Mediators shall be available in addition to their regular duties to confer with employees of the system involved in workplace related disputes on a confidential basis seeking to assist the parties in resolving such difficulties. They may talk in person or by phone. To the extent possible, mediators shall be released from work during normal working hours to assist parties in resolving workplace disputes. It is understood, in school based settings, mediators will be called upon to assist parties in resolving workplace disputes after the ordinary operating hours of the school. *Where there is agreement between the Administrative Guild and the Office of Labor Relations*, mediators may be called on to mediate a dispute arising out of a Step 1 grievance filed as outlined in the "Adjustment of Grievances" in this Article. Mediation will be available for grievance filed at Step 2 or Step 3 if both parties agree.

The parties shall observe the grievance procedure pertaining to Step 1, 2, and 3 without regard to the mediation process specified herein until the utilization of mediators contemplated by the Agreement is made operational by the School Department and written notice of that implementation is provided to the Union.

ARTICLE 9 – ARBITRATION

A grievance which was not resolved at Step 3 under the Grievance Procedure may be submitted by the Union to arbitration. The arbitration may be initiated by filing with the Committee and the American Arbitration Association a request for arbitration. The

notice shall be filed within sixty (60) school days after denial of the grievance at Step 3 under the Grievance Procedure. The Voluntary Labor Arbitration Rules of the American Arbitration Association shall apply to the proceeding.

The Arbitrator shall issue his written decision not later than thirty (30) days from the date of the close of the hearing, or if oral hearings have been waived then from the date of transmitting the final statements and proofs to the Arbitrator.

The decision of the Arbitrator will be accepted as final by the parties to the dispute and both will abide by it.

The Committee agrees that it will apply to all substantially similar situations the decision of an Arbitrator sustaining a grievance and the Union agrees it will not bring or continue and that it will not represent any employee on any grievance which is substantially similar to a grievance denied by the decision of an Arbitrator. Arbitrator's fees will be shared equally by the parties to the dispute.

ARTICLE 10 – UNION PRIVILEGES AND RESPONSIBILITIES

A. List of Officers. The Union shall furnish the Committee with a list of its officers and authorized Union representatives and shall, as soon as possible, notify the Committee in writing of any change. No Union representative shall be recognized by the Committee except those designated in writing by the Union.

B. Allowed Time for Union Negotiation. All collective bargaining shall be conducted at the level of the School Department.

Members of the Union's negotiating committee and its special consultants shall, upon arrangement, be excused from their regular duties with pay for working time spent in negotiations or other scheduled occasions with the Committee or its representatives, if conducted during working hours.

C. Payroll Deductions for Union Dues. The Union may secure authorization for payroll deductions for Union dues. Such authorizations may be revocable as provided by law. The School Committee will request the Treasurer of the City of Boston to submit such sums in total to the Union Treasurer no later than thirty (30) days after such deduction was made.

D. Union Meetings within Individual Locations. Union meetings may be held on school property provided a permit is obtained from the Office of Facilities Management.

E. Bulletin Boards. Sufficient bulletin board space shall be reserved at an accessible place in each location for the use of the Union for purposes of posting material dealing with proper and legitimate business of the Union. Notices must be signed by a Union officer or his authorized representative.

F. Grievance Time for Location Representatives. The Union representative at each location shall be allowed time weekly for conferring with employees in the bargaining unit on grievances or related matters. Such time allowance shall be reasonably approximate to the number of bargaining unit employees in the location. After experience with the system, definite schedules may be worked out.

G. No Union Activity on Working Time. Except as provided herein, the Union agrees that no employee will engage in Union activity during the time he is assigned to his regular duties.

H. Protection of Individual and Group Rights. Nothing herein contained shall be construed to permit an organization other than the Union to appear in an official capacity in the processing of a grievance. Nothing herein contained shall be construed to prevent any person from informally discussing any dispute with his immediate superior or processing a grievance on his own behalf in accordance with the Grievance Procedure, heretofore set forth in Article 8.

I. Existing Laws and Regulations Preserved. The rights and benefits of persons provided herein are in addition to those provided by City, State, or Federal law, rule or regulation including, but without limitation, all applicable tenure, pension or Civil Service laws and regulations.

J. COPE Check Off Deduction. The School Committee shall deduct and transmit to the SEIU COPE fund contributions from the wages of those employees who voluntarily authorize such contributions on the forms provided for that purpose by the Union. The deductions shall occur weekly in whatever amount voluntarily authorized by the employee. In the event that enabling legislation is required, this paragraph shall not become operative until the effective date of such legislation.

K. Leave for Union Officers. Employees in the bargaining unit who are appointed to full time paid staff positions by Local 888 shall, upon proper application, be given leave of absence without pay for the purpose of performing legitimate duties for the Union. Employees given leaves of absence without pay shall receive credit toward annual salary increments on the schedules appropriate to their rank. The Committee agrees to recommend to the Pension System that the time spent on leave of absence pursuant to this Section be granted as a service credit for retirement purposes and that the employees receiving such leave of absence be permitted to pay regular monthly contributions based upon their earnable salaries as members of the bargaining unit for the period of such leave.

ARTICLE 11 – OBLIGATION TO BARGAIN

In recognition of the continuing obligation to bargain collectively, the parties hereto agree that with respect to any matter (within the scope of the collective bargaining obligation) not specifically covered by this Agreement, the following method of

resolution shall be used:

The Union may raise such matter with the Committee for consultation and negotiation; provided, however, that the Union shall not renew any demand raised and settled during the bargaining prior to the execution of this Agreement.

The Committee agrees to make no changes without prior consultation and negotiation with the Union; provided, however, that any change commanded by law may be made after notification to the Union.

This Agreement may be amended or modified at any time with the consent of the parties.

ARTICLE 12 – SAVING CLAUSE

If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law and substitute action shall be subject to appropriate consultation and negotiation between the parties.

In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

ARTICLE 13 – RESOLUTION OF DIFFERENCES BY PEACEFUL MEANS

The Union and the Committee agree that differences between the parties shall be settled by peaceful means as provided within this Agreement.

The Union, in consideration of the value of this Agreement and its terms and conditions and the legislation which engendered it, will not engage in, instigate or condone any strike, work stoppage or any concerted refusal to perform normal work duties on the part of any employee covered by this Agreement.

ARTICLE 14 – OTHER COMPENSATION

A. Tax-Free Annuities. The Committee agrees it is desirable to allow persons in the bargaining unit to take advantage of the Federal Law concerning tax free annuities and shall take such steps as are necessary and possible to implement this program. The company or companies providing the coverage shall be mutually agreed upon by the parties.

B. Insurance. The employer's contribution toward the cost of health benefits for the bargaining unit shall be 75% of the premium cost for individual or for family coverage, at the employee's option, for BC/BS Master Medical or comparable coverage or equal to the highest percentage paid for any other bargaining unit in the City, if higher than the aforesaid 75%. The employer contribution to the applicable HMO (Harvard or other plan) shall be in conformance with Massachusetts General Laws Chapter 32B. Employer contributions shall be 90% of the total HMO monthly premium cost or rate for coverage. The Employer contribution to the life insurance portion of the group insurance plan (\$5,000 policy) shall be 50% with a provision for employees to purchase more life insurance at a low rate. The current level of health insurance benefits shall be maintained for the life of this Agreement.

C. Retirement Plan - City of Boston. The following summary is provided for information purposes and in no way is to be taken as a comprehensive or official description of the retirement system. Permanently appointed persons have a percentage of their salaries deducted each payday according to law. The amount you must contribute is as follows:

Nine (9) percent of your regular compensation if appointed after July 1, 1996 to present.

Eight (8) percent of your regular compensation if appointed after January 1, 1984 yet prior to July 1, 1996.

Seven (7) percent if appointed on or after January 1, 1975 yet prior to January 1, 1984;

Five (5) percent if appointed prior to January 1, 1975.

Also employees hired after January 1, 1979, will pay their regular contributions plus an additional 2% contribution. On salaries in excess of \$30,000 the additional contribution is required as of January 1, 1988.

One must be under age sixty-five, upon entering service, to become a member.

Special allowances are granted veterans and those disabled. (One cannot receive more than 80% of the average of their three (3) highest years.)

Pensions are based on the average of one's three (3) highest consecutive paid years of service, their total years of service and their age.

The following Percentage Table is used.

<u>Age at Date of Retirement</u>	<u>Percent</u>
65 or over	2.5
64	2.4
63	2.3
62	2.2
61	2.1
60	2.0
59	1.9
58	1.8
57	1.7
56	1.6
55	1.5

One may retire at any time upon completion of twenty (20) years of service. One may not retire before age fifty-five (55) without completing twenty (20) years of service.

D. Career Awards. Effective September 1, 1991, employees who have completed nine (9) years or more of service with the Commonwealth of Massachusetts or any subdivision thereof and the City of Boston shall receive each year in addition to any other salary entitlement, a career award of \$700. Employees who have completed fourteen (14) years or more of service shall receive each year in addition to any other salary entitlement, a career award of \$1000. Employees who have completed nineteen

(19) years or more of service shall receive each year, in addition to any other salary entitlement, a career award of \$1,200. Employees who have completed twenty-four (24) years or more of service shall receive each year, in addition to any other salary entitlement, a career award of \$1,700. Effective December 01, 2004 employees who have completed twenty-nine (29) years or more of service shall receive each year, in addition to any other salary entitlement, a career award of \$2,000. Employees who have completed thirty-four (34) years or more of service shall receive each year, in addition to any other salary entitlement a career award of \$2,200. Employees who have completed thirty-nine (39) years or more of service shall receive each year, in addition to any other salary entitlement, a career award of \$2,500.

Effective November 30, 2006, career awards at all levels shall be increased by \$200.00.

E. Health and Accident Insurance. The City of Boston, with cognizance of the Committee, maintains adequate Health and Accident Insurance coverage. Effective January 1, 1976, the City of Boston shall pay 75% of the Master Medical Blue Cross-Blue Shield Plan or comparable coverage.

F. Dental/Vision. No dispute or claim relative to any and all aspects of the dental vision plan, including but not necessarily limited to claims related to the Fund's administration of such plan, and/or any modification(s) to such plan, is subject to Article 8 (Grievance Procedure) of the collective bargaining agreement.

ARTICLE 15 – LAYOFF AND RECALL PROCEDURE

A. For the purpose of any layoff, layoffs or reductions in rank shall proceed in the following manner:

1. Bargaining unit members who have not attained permanent status as defined in this Agreement shall be laid off or reduced in rank in reverse order of their bargaining unit length of service. Those bargaining unit members who have permanent status shall be covered under applicable Civil Service laws and regulations.
2. It is expressly understood and agreed upon that no permanent bargaining unit member shall be laid off before a non-permanent bargaining unit member.
3. In the event that bargaining unit members have the same date of permanency, they will be laid off or reduced in rank in reverse order of seniority based on total length of service in positions which are covered by the bargaining unit.
4. In the event of a tie after Section A.3 above, bargaining unit members shall be laid off or reduced in rank in reverse order of their exam scores.

B. Recall to work after a layoff shall be in reverse order of layoff. The recall period for employees who are laid off is limited to two (2) years from the effective date of layoff. It is understood that the failure of any laid off employee to accept an offer of recall within a fourteen (14) day period from the time the offer is made will constitute a

refusal of that offer. Any refusal of a recall will result in a forfeiture of all future recall rights.

The probationary period for non-permanent employees shall be nine (9) months. For those employees who are laid off prior to the completion of their probationary period, prior to any offer of recall, the Union and the School Department may agree to extend the probationary period. Non-permanent employees who have completed their nine (9) month probationary period and who are laid off will be required to complete an additional three (3) month satisfactory probationary period after recall if, upon layoff, their last annual performance evaluation was an overall unsatisfactory.

C. The displaced persons, assuming they are not the individuals who are to be laid off, will bid only upon vacant positions which exist at the time of the reduction in force or which are created by the reduction in force. In the event that the reassignment is to a lower graded position, the employee shall maintain his existing rate until awarded a bid.

D. In the event of a layoff, an employee shall be given written notice of layoff at least thirty (30) days prior to the layoff. The School Department shall also make every effort to notify all affected individuals and the Union by May 15 of the year preceding the fiscal year in which the layoff is to take place.

E. Effective July 1, 1988, if there is a need for a layoff or reduction in rank, those employees who have not attained permanent status shall be laid off or reduced in rank by reverse order of their bargaining unit length of service within race in such a fashion as to maintain the then existing aggregate percentage of black and other minority employees. This procedure shall be in effect if and when the aggregate percentage is equal to or less than 25% black and 10% other minority. Any employee who is employed on a non-permanent basis on the execution date of this Agreement shall be exempt from the provisions of this Paragraph E and subject to the provisions of Paragraph A of this Article until the employee has had an opportunity to be made permanent through selection off of a Civil Service eligible list, provided that Civil Service holds an examination in the Fall of 1988. By August 1, 1987, the School Committee shall request all requisitions for exams or lists of eligibles for all positions held provisionally on the execution date of this Agreement.

Beginning in August 1987, the School Committee and the Union shall meet monthly to review the status of requisitions or any Department of Personnel Administration response with an eye to identifying any areas requiring joint action.

ARTICLE 16 – AGENCY FEE

To insure that all employees governed by this Agreement are properly represented in collective bargaining regarding all questions of employment, it shall be a condition of employment that every employee who is not a member of the Union shall pay an agency service fee to the Union beginning with the thirtieth (30) day following his employment or the effective date of this Agreement, whichever is later. Pursuant thereto, the Treasurer of the City of Boston shall deduct from the salary of each

employee within this bargaining unit, other than those paying dues under the provisions of Article 10, Paragraph C of this Agreement, each month, an amount equal to the current dues of the Union and pay said amount to the Union, which is recognized as the Exclusive Bargaining Agent. This amount is commensurate with the cost of collective bargaining and administration of the contract.

The Union certifies that the agency fee has been approved by the employees in the bargaining unit pursuant to the provisions of General Laws Chapter 150E, Section 12.

ARTICLE 17 – LABOR MANAGEMENT RELATIONS COMMITTEE

A Labor-Management Relations Committee shall be established consisting of three (3) representatives from the Union (to be chosen by the Union) and three (3) from the employer (to be chosen by the employer). Time spent by employees in carrying out the functions of the Committee shall be considered to be time worked and shall be paid by the employer.

A. The Committee shall meet on request of either party and at least once each month for the purpose of discussing all matters of mutual concern. The first meeting shall occur within thirty (30) days of the ratification of this Agreement.

B. Reclassification Review

1. The Union and the Employer shall form a Joint Standing Committee composed of 3 members designated by management and three members designated by the union, which shall have the authority to review all matters relating to upgrade and reclassification requests from management and employees. The Committee shall form a recommendation to grant or deny an upgrade or reclassification request based upon a majority vote.

2. Employees or Managers must complete a Reclassification/Upgrade Request Form to indicate the changes in duties to warrant consideration for reclassification or upgrade. Each letter or application must include the old job description, where one exists, and a new job description. The Committee shall investigate each request; such investigation may include interviews of the applicant and the direct supervisor. The supervisor or RC manager will supply a letter of support or non-support as part of the review process. In addition to investigating increased responsibilities within title for potential upgrades, the Committee will investigate for reclassification duties and qualification and compare compensation and comparable worth with similar jobs performing the same functions.

3. The Committee shall make every effort to reach a recommendation on an application in a timely manner and a recommendation by the committee will be rendered no later than 60 calendar days after the request is made. All recommendations will go to the Director of Human Resources and also a copy to the Director of Labor Relations. The Director of Human Resources will forward all recommendations to the Superintendent who makes the final decision. The Superintendent will consider all requests in good faith and she/he shall act on all recommendations in a timely manner. If an upgrade or

reclassification is approved, it shall become effective upon the date that the committee reached its final recommendation.

4. If a reclassification or upgrade request is denied or if no answer is given after the committee has forwarded its recommendation to the Superintendent the Union may appeal the decision to the Superintendent's level for reconsideration. Denials are not grievable or arbitrable.

5. Training will be provided for the committee.

C. The services of an outside personnel management consultant or organization will be obtained to conduct a study of all positions in the Guild bargaining unit. The purpose of the study is to recommend a coordinated system of position classification including job descriptions, grade assignments, and pay equity. The Union shall receive copies of all preliminary and final reports of the study.

D. Training. The Joint Labor-Management Committee will identify and develop training for all Guild bargaining unit employees. Bargaining unit employees who work in the schools (excluding 766 clerks) will be available in August to attend workshops. The workshops will be held no sooner than the return date for school secretaries. Training will be provided by BPS personnel at no extra cost.

ARTICLE 18 – ATTENDANCE MONITORS AND 766 CLERKS

All the benefits of the contract, except as modified herein shall apply to Attendance Monitors and 766 Clerks.

Attendance monitors and 766 Clerks shall be paid on a forty-three (43) week basis plus vacations and holidays.

Their work year shall be the student school year. All other full-time employees are paid on a 52.2 week basis.

Effective 9/1/2004, all ETF clerks shall be upgraded to a new Grade 15B, which is equivalent to Grade 15. The work year of ETF clerks shall be increased by 3 six-hour days: two days prior to students' first day of school and one additional day (to coincide with one BTU professional day). The pay for these days is incorporated into Grade 15B.

ARTICLE 19- MISCELLANEOUS

A. Night, Apprentice, Summer School Positions. Salaries for Night School, Apprentice School, and Summer School Secretaries shall be increased 2% effective 9/1/94; 2% effective 3/1/95; 2% effective 9/1/95; and 2% effective 3/1/96. Positions as Night School, Apprentice School, Summer School Secretaries and other similar part-time clerical and secretarial positions will first be offered to permanent employees and awarded to one (1) of the three (3) senior qualified applicants. If after posting no permanent employee applies for a vacancy, the positions shall be reposted to be filled

by bids from temporary or provisional employees.

B. Bargaining Unit Dates. All persons in the bargaining unit shall enter the service on the salary to which their respective bargaining unit and years of service entitle them. This would be defined as follows: "an individual anniversary date which is the date of permanent appointment to the Boston School System or the adjusted payroll date (because of prior Civil Service employment in the City, State or County) provided the record of previous time is received within three (3) months of date of permanent appointment to the Boston School System."

C. Employees Assistance Program (EAP).

1. The Association and the School Committee agree to cooperate fully in the implementation and operation of all phases of the CAPE proposal approved by the School Committee of the City of Boston on April 24, 1984.
2. Persons assigned to serve in positions with the CAPE program shall have fall back rights to their permanent rank held immediately prior to entering the position.
3. Persons assigned to serve in these positions will continue to accrue seniority in the prior held position in the bargaining unit during the term of their assignment to the CAPE program.
4. Positions within the CAPE program, whether filled on an acting, provisional or permanent basis, will be treated as "on assignment" positions solely for the purpose of defining fall back and seniority. While on assignment, all other terms, conditions, and benefits shall be governed by the Management Classification and Compensation Plan.

D. Worker's Compensation

1. A bargaining unit member whose industrial accident claim has been accepted and who is receiving workers' compensation pursuant G.L.C.152 will have restored all sick leave used after initial date of injury related to said claim and prior to receipt of workers' compensation pursuant to G.L. C.152. Such employee may, after acceptance of said claim, use such of his or her sick leave accrued prior to acceptance of claim, as may result in the payment of full salary including career awards applicable at time of injury.

Additionally, the period of time on workers' compensation will be credited for purposes of longevity, seniority, and vacation, but in no event will an employee be entitled to accrue additional benefits such as sick leave or personal days or vacation time or accrue or receive benefits such as additional career awards during the time that the employee is receiving workers' compensation pursuant to G.L. C. 152.

2. Notwithstanding the foregoing provisions of paragraph 1, a bargaining unit member who is absent due to physical bodily injury as a direct result of a physical assault and battery which occurs during the course of his/her employment and who, as a result of this injury has been accepted for and is receiving Workers' Compensation payments

pursuant to G.L. C.152, shall have restored any sick leave used to supplement his/her workers' compensation payment, and which when added to his/her workers' compensation payment is equal to his or her full weekly salary.

The provisions contained in this section shall be limited to forty-five calendar days after a bargaining unit member has been accepted and is receiving Workers' Compensation.

E. Affirmative Action. The Committee and the Union shall not discriminate against any person on the basis of race, creed, color, national origin, sex, sexual preference, marital status, age, physical handicap, political belief or affiliation, religious belief, union activity, or participation in or association with the activities of any employee organization.

The Union and the School Committee have negotiated the Affirmative Action Plan and have agreed to the layoff language of Article 15, Paragraph E, and the language below: The School Committee recognizes that permanent status for employees assists in the area of Affirmative Action as well as in stability and consistency for all members of the work force; therefore, the Superintendent will direct that all appropriate actions be taken by the Personnel Office to facilitate expeditiously the process of granting permanent status to employees.

F. Pilot Schools Agreement.

1. Any position within a Pilot School as outlined under Article One (1) Section B of the collective bargaining agreement, shall be included within the Guild bargaining unit and shall be subject to the terms of the Pilot School agreement.

2. Each pilot school shall have a minimum of one Guild position.

3. Such position shall be paid salary and benefits no less than the current contractual obligations for positions with similar duties and responsibilities.

4. If a newly created position opens up at a Pilot School, it will be advertised as a special bid. Guild members currently employed and Guild members on lay off who meet the qualifications are eligible to apply. If there are at least three (3) applicants who meet the qualifications, the pilot school administrator will choose from among the three qualified applicants. If there are less than three (3) qualified applicants, the Pilot School administrator may choose to advertise outside the system or may choose from the one (1) or two (2) qualified applicants.

5. All job duties, responsibilities, terms and conditions, and other requirements shall be listed on the job posting.

6. Bargaining unit employees working at pilot schools are subject to Article 15 (Layoff and Recall).

7. In the event the pilot school implements changes in duties responsibilities, terms and conditions, the bargaining unit employee shall have the right to be reassigned.

G. Tuition Reimbursement. Effective immediately, the Committee shall establish a fund for tuition reimbursement for Guild members at a level of \$10,000. There shall be a Joint Committee of 2 members of management and 3 Guild members. Program parameters shall be established by a Committee of Guild representatives, with the understanding that this money shall be used for tuition purposes. Any money remaining in the fund at 11/30/06 shall be rolled over to the next year.

H. Bi-Weekly Pay. For those remaining employees currently on a weekly pay system, their pay shall be converted over to a bi-weekly pay system by the beginning of the 2004-2005 school year. The employer agrees to provide appropriate notice and orientation to all members affected.

I. Step Increase. Effective December 1, 2004, create a new step 8, which shall be \$10.00 above step 7.

J. Orientation. The School Committee shall provide a brief orientation for new members for the bargaining unit on a monthly basis. Such orientation shall be provided to employees who are hired to fill vacancies anticipated being at least six months. The School Committee will provide the Union on a monthly basis, a list of new employees hired into the bargaining unit. The Union Representative from SEIU shall be permitted to address new employees at the orientation and provide materials.

ARTICLE 20 – MANAGEMENT RIGHTS

Except as otherwise provided in this Agreement, the Committee retains all powers, rights, duties and authority that they had prior to entering into the Agreement provided that such rights shall not be exercised in conflict with the terms of this Agreement. Such rights include, but are not limited to, the following rights:

1. Manage the schools and offices and direct the working forces, including the right to hire and to suspend, discipline, or discharge employees for just cause.

2. Maintain discipline and efficiency.

3. Layoff employees from service because of lack of work or for other legitimate reasons.

4. Promote and/or transfer employees to positions and classifications not covered by this Agreement, it being understood employees in the bargaining unit cannot be forced to take a position outside the bargaining unit.

ARTICLE 21 – PART-TIME EMPLOYEES

Should the School Committee find it necessary to hire employees to work on a regular part-time basis, such employees shall be covered by the terms and benefits of this Agreement on a pro-rata basis.

1. Regular Part-Time Employees. Regular part-time employees work regular schedules which are less than the full-time schedule.

Regular part-time employees shall be paid at Step 1 of the grade of the position they are filling, and shall be pro-rated for vacation, sick leave, and personal days.

Regular part-time employees working twenty (20) hours or more per week shall receive full health insurance and other benefits as provided by the City of Boston.

2. Irregular Part-Time Employees. Irregular part-time employees are employees who are not full-time or regular part-time. They shall be paid at Step 1 of the grade of the position they are filling, on an hourly basis, with no benefits.

ARTICLE 22 – PERFORMANCE EVALUATION

A. The parties agree that the performance of employees represented in the Guild bargaining unit should be evaluated annually. The evaluation year will be from July 1 to June 30 for each employee. The evaluation should relate to the job duties and responsibilities of the position, as contained in the job description.

The following evaluation process will be implemented on September 1, 2001.

Employees will be rated Excellent, Satisfactory, or Unsatisfactory.

The following procedures shall apply in evaluating employees for the rating year:

1. Employees will be evaluated by their most direct supervisor who is not a member of the Guild bargaining unit.
2. No later than thirty (30) days after the start of the rating year, or after a change in supervision, the evaluator and the employee shall meet to review the evaluation process and the job description, and to clarify the responsibilities and objectives of the position. Within five (5) days following the meeting, the employee will receive a copy of the job responsibilities and objectives to be covered in the evaluation.
3. Evaluations shall be completed by June 1 of each year. Within ten (10) working days following the completion of the evaluation, the evaluator will meet with the employee to discuss the evaluation before forwarding the evaluation to the evaluator's supervisor. A copy of the evaluation will be provided to the employee who will sign to indicate receipt but not agreement. The employee has the right to attach a written response to the evaluation.
4. In any area where the evaluator indicates a need for professional improvement, a specific written prescription must be prepared for the employee at the time the need for improvement is indicated.

5. A rating of unsatisfactory may be grieved and arbitrated. Also, the evaluation process is grievable and arbitrable under the conditions set forth in Article 8.
6. Evaluations will be maintained in the Office of Human Resources consistent with State and Federal laws concerning confidentiality and privacy.
7. Effective September 1, 2004, a joint committee of four (4) representatives from the School Department and four (4) representatives from the Union will examine possible revisions to the Evaluation process. Changes must be by mutual agreement and must be agreed to by the Superintendent. Recommendations for revisions will be presented to the Superintendent for approval no later than December 1, 2004. During the interim period from September 1, 2004 to December 1, 2004, the current evaluation process will remain in effect. If there is no agreement for revisions, the current system will remain in place.
8. The evaluator shall use the evaluation form in Appendix B.

B. Interim Evaluation. The parties agree that an effective performance evaluation program is one that is continuous and organized to develop in staff a clearer understanding of the goals of the department or school, assist employees to address more effectively the needs of each school or department, and encourages cooperative staff relations through mutual trust and respect for each employee's individual role. The following procedures shall apply:

1. Job description and evaluation tool shall be reviewed and signed off by manager and Guild member within 30 days, indicating receipt of job description. Signed off job description to be part of employee's file. (See Article 3 – Working Conditions... job description)

Article 3, Section J 4, employees receive a job description on the first day of employment or transfer.

Article 3, Section J 1, job descriptions shall be an accurate mutually agreed upon summary.

2. Interim evaluations are not to be part of permanent file. Interim evaluations cannot be done if #1 is not done.
3. In order to receive a rating of "U" in any category on an annual evaluation, interim evaluation process must have been done.
4. Initial interim evaluation must be done prior to February 1st.
5. All initial interim evaluations must have a follow-up evaluation within no more than 40 workdays and no less than 20 workdays.

6. The School Department will ensure that all managers evaluating Guild members are adequately trained.

ARTICLE 23 – DURATION

This Agreement and each of its provisions shall be in effect as of September 1, 2005 and shall continue in full force and effect until November 31, 2005. If a successor Agreement has not been executed by August 31, 2005, this Agreement shall remain in full force and effect until a successor Agreement has been negotiated.

WHEREFORE, the parties have set their hands to this Agreement on this 7th day of July, 2004

BOSTON SCHOOL COMMITTEE

SEIU, LOCAL 888

Superintendent of Boston Public Schools

Chairperson of Boston School Committee

This Memorandum of Agreement is made this 7th day of July 2004, between the School Committee of the City of Boston ("The Committee") and the service Employees International Union, Local 888, Administrative Guild unit ("The Guild"). It is conditioned upon ratification of the bargaining unit's membership and approval of the School Committee and a supplemental appropriation by the City Council. SEIU Local 888 shall recommend and pursue ratification and approval of this Agreement by its members.

Duration

September 1, 2005 – November 30, 2006

Compensation

Effective December 1, 2005: 2.5% base wage increase

Effective August 31, 2006: 1% base wage

Effective November 30, 2006: ½% base wage increase

Steps

Effective December 1, 2005, increase step 8 by an additional \$8.00.

Career Awards

As of November 30, 2006, Career awards at all levels shall be increased by \$200.00

_____ Chairperson Boston School Committee	_____ Date	_____ For SEIU	_____ Date
_____ Superintendent	_____ Date	_____ President Local 888	_____ Date

Office of the General Counsel

August 7, 1987

Beverly Quinn, President
Administrative Guild
Service Employees International Union
145 Tremont Street, Room 402
Boston, MA 02111

Re: Collective Bargaining
Agreement

Dear Ms. Quinn:

This letter is intended to acknowledge those side agreements made in collective bargaining which will not be or become a part of the collective bargaining agreement:

1. The hourly rate for overtime purposes shall be computed by dividing the applicable weekly rate by thirty-five (35) hours.
2. Split assignments for principal clerk/school secretaries shall be eliminated.
3. All positions "grandfathered" for posting purposes as a result of reclassification and/or upgradings negotiated in the 1983-86 agreement shall be posted as a part of the regular posting process hereafter.

Very truly yours,

Daniel Pagnano
Assistant General Counsel

DJP/k

cc: James P. Walsh, Deputy Superintendent
Manuel P. Monteiro, Senior Manager

SIDE LETTER – Implementation of Article 4, Posting and Bidding of Vacancies

Principal Clerk/School Secretary Bidding on Positions

The parties agree as follows:

1. October bid

An individual who bids for and accepts the position of principal clerk/ school secretary in the September bid will be required to remain in that position for that school year and the following school year and will be eligible to bid in May at the end of that second school year.

2. January bid

An individual who bids for and accepts the position of principal clerk/ school secretary in the November bid will be required to remain in that position for the remainder of that school year and the following school year and will be eligible to bid in May at the end of that second school year.

3. March bid

An individual who bids for and accepts the position of principal/ school secretary in the March bid will be required to remain in that position for the remainder of that school year and the following school year and will be eligible to bid in May at the end of the second school year.

4. May bid

An individual who bids for and accepts the position of principal clerk/ school secretary in the May bid will be eligible to bid the following May.

For the Administrative Guild

For the Boston School Committee

Date: _____

SIDE LETTER – Implementation of Pilot School Agreement
as Reflected in the 1999 – 2002 Collective Bargaining Agreement

1. Job description: Each Pilot School will determine the job duties, responsibilities, terms and conditions and other requirements for its positions based on its determination of the needs of the school. The Office of Human Resources will determine, based on the above, the appropriate title and grade for each position, to ensure that the position be paid no less than the salary and benefits of comparable to Guild positions. Once the office of Human Resources has determined the title and grade of pay for any newly created or reclassified pilot school position, it shall present its findings at the subsequent session of the Labor Management Relations Committee for consultation and discussion with the Union. It is understood that an individual Pilot School may pay the bargaining unit employees more than the contractual wage rate for the position.
2. All Pilot School bargaining unit vacancies shall first be posted internally within the Guild Bargaining unit for a period of five (5) school days, prior to its publication outside the Guild Bargaining unit. All postings shall include a description of job duties, responsibilities, terms and conditions, salary and other requirements and shall be mailed to Guild members' home address of record. A special note of explanation shall be appended to the posting summarizing the special bidding procedure for Pilot School bargaining unit vacancies.
3. It is understood that the posting will be open to all candidates to apply; Guild as well as non-Guild members. All other factors being substantially equal, preference shall be given in filling vacancies to internal candidates within the Guild Bargaining unit. Each Pilot School shall choose the candidate it determines best for its position, regardless of seniority, title, or grade of applicants. Where the principal fails to do this, the principal shall state in writing why the outside candidate was chosen.
4. Effective upon the date of execution of this side letter, all bargaining unit Members within Pilot Schools shall be subject to the provisions of Article fifteen (15), Layoff and Recall, of the collective bargaining agreement, including the possibility that their employment may be terminated as a result of a reduction in force. Any position at a Pilot school that becomes vacant as a result of this provision will be filled in the following manner: First, a pool for pilot school positions will be held prior to the pool for all other position (s). If there are no qualified bidders in the pilot school pool, then the position will go out for a special bid. This bid will be open to Guild members currently employed and Guild members who have been laid off. The pilot school administrator will then choose anyone from among the qualified applicants.

For the Administrative Guild

For the Boston School Committee

Date: _____

SIDE LETTER – AFFORDABLE HOUSING TRUST FUND

The City of Boston and SEIU agree to create and administer a Housing Trust Fund to assist lower paid employees with the high cost of living in the City of Boston. In as follows:

1. The City shall contribute \$500,000 to establish the Trust Fund.
2. Thereafter, the City shall provide annual lump sum contributions to the Trust Fund. The City's annual contributions shall be calculated by multiplying the total staff-hours performed by SEIU members by five cents.
3. SEIU and the City shall administer the Trust Fund subject to annual financial audits conducted by an independent auditor chosen by the Trustees of the Trust Fund.
4. The City reserves the right to discontinue its annual lump sum contributions to the Housing Trust Fund in the event that the auditor determines that there are misused Trust Funds.
5. The parties agree to create a joint committee to establish the rules by which the Trust Fund shall be administered by SEIU and the City (for example, the beneficiaries of the trust fund and the nature and extent of the benefits bestowed).
6. Notwithstanding paragraph 5 above, the parties agree that only employees who must actually reside within the City of Boston shall benefit from the Housing Trust Fund.
7. There shall be joint trustees appointed to manage the Trust Fund. Two shall be appointed by the Mayor, two (2) shall be appointed by SEIU.

_____ Chairperson Boston School Committee	_____ Date	_____ For the SEIU	_____ Date
_____ Superintendent	_____ Date	_____ President	_____

APPENDIX A

10/01/01-08/31/02							
260 Days	Weekly Pay Schedule						SG1
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
7	396.39	409.07	422.13	435.65	449.58	463.98	475.59
8	439.43	445.30	452.32	459.30	469.76	480.30	492.31
9	445.30	452.362	459.30	469.76	480.30	490.79	503.07
10	452.32	459.30	469.76	480.30	490.79	501.24	513.78
11	459.30	469.76	480.30	490.79	501.24	511.76	524.54
12	469.76	480.30	490.79	501.24	511.76	522.21	534.84
13	480.30	490.79	501.24	511.76	522.21	532.76	546.07
14	490.79	501.24	511.76	522.21	532.76	546.66	560.35
15	501.24	511.76	522.21	532.76	546.66	560.75	574.75
16	511.76	522.21	532.76	546.66	560.75	574.68	589.03
17	522.21	532.76	546.66	560.75	574.68	588.68	603.41
18	532.76	546.66	560.75	574.68	588.68	602.68	617.77
19	546.66	560.75	574.68	588.68	602.68	620.13	635.63
20	560.75	574.68	588.68	602.68	620.13	637.66	653.60
21	574.68	588.68	602.68	620.13	637.66	655.16	671.55
22	588.68	602.68	620.13	637.66	655.16	672.65	689.43
23	602.68	620.13	637.66	655.16	672.65	693.62	710.96
24	620.13	637.66	655.16	672.65	693.62	714.56	732.41
25	637.66	655.16	672.65	693.62	714.56	739.04	757.50
26	655.16	672.65	693.62	714.56	739.04	763.55	782.64
27	672.65	693.62	714.56	739.04	763.55	788.03	807.73
28	693.62	714.56	739.04	763.55	788.03	812.52	832.82
29	714.56	739.04	763.55	788.03	812.52	840.50	861.51
30	739.04	763.55	788.03	812.52	840.50	864.97	886.58
31	763.55	788.03	812.52	840.50	864.97	885.92	908.08
32	830.01	857.95	885.92	917.39	948.91	983.83	1,008.42
33	868.46	896.42	924.38	952.42	985.52	1,018.85	1,044.31
34	896.42	924.38	952.42	985.52	1,016.95	1,050.31	1,076.57
35	924.38	952.42	983.83	1,015.32	1,046.53	1,077.41	1,104.35
36	952.42	983.83	1,015.32	1,046.53	1,077.41	1,111.87	1,139.66
37	983.83	1,015.32	1,046.53	1,077.41	1,111.87	1,147.44	1,176.13
<u>Code</u>	<u>Description</u>	<u>Annual</u>	<u>Weekly</u>	<u>26 Payment</u>	<u>Hourly</u>		
CA0, CA1, CA2	Career Award 9 Yrs	700.00	13.46	26.92	0.336538		
CA0, CA1, CA2	Career Award 14 Yrs	1,000.00	19.23	38.46	0.480769		
CA0, CA1, CA2	Career Award 19 Yrs	1,200.00	23.08	46.15	0.576923		
CA0, CA1, CA2	Career Award 24 Yrs	1,700.00	32.69	65.38	0.817308		
CA0, CA1, CA2	Career Award 29 Yrs	1,800.00	34.62	69.23	0.865385		
CA0, CA1, CA2	Career Award 39 Yrs	2,300.00	44.23	88.46	1.105769		
CA0, CA1, CA2	CA 9 Yrs - 766	700.00	16.67		0.416667		
CA0, CA1, CA2	CA 14 Yrs - 766	1,000.00	23.81		0.595238		
CA0, CA1, CA2	CA 19 Yrs - 766	1,200.00	28.57		0.714286		

CA0, CA1, CA2	CA 24 Yrs - 766	1,700.00	40.48		1.011905	
CA0, CA1, CA2	CA 29 Yrs - 766	1,800.00	42.86		1.071429	
CA0, CA1, CA2	CA 39 Yrs - 766	2,300.00	54.76		1.369048	

08/31/02 BI-WEEKLY PAY SCHEDULE							
260 Days							SG2
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
8	878.86	890.59	904.65	918.59	939.53	960.59	984.61
11	918.59	939.53	960.59	981.57	1,002.49	1,023.51	1,049.08
12	939.53	960.59	981.57	1,002.49	1,023.51	1,044.43	1,069.67
13	960.59	981.57	1,002.49	1,023.51	1,044.43	1,065.52	1,092.14
15	1,002.49	1,023.51	1,044.43	1,065.52	1,093.32	1,121.51	1,149.51
15A	1,032.57	1,054.22	1,075.77	1,097.49	1,126.12	1,155.16	1,183.99
17	1,075.77	1,097.49	1,126.12	1,155.16	1,183.84	1,212.70	1,243.04
19	1,126.12	1,155.16	1,183.84	1,212.70	1,241.53	1,277.48	1,309.40
21	1,183.84	1,212.70	1,241.53	1,277.48	1,313.59	1,349.63	1,383.39
22	1,177.37	1,205.37	1,240.27	1,275.32	1,310.31	1,345.30	1,378.87
23	1,205.37	1,240.27	1,275.32	1,310.31	1,345.30	1,387.24	1,421.92
26	1,310.31	1,345.30	1,387.24	1,429.11	1,478.09	1,527.11	1,565.29
28	1,387.24	1,429.11	1,478.09	1,527.11	1,576.06	1,625.04	1,665.64
33	1,736.91	1,792.84	1,848.76	1,904.84	1,971.04	2,037.70	2,088.62
Code	Description	Annual	Weekly	26 Pymnt	Hourly		
CA0, CA1, CA2	Career Award 9 Yrs	700.00	13.46	26.92	0.336538		
CA0, CA1, CA2	Career Award 14 Yrs	1,000.00	19.23	38.46	0.480769		
CA0, CA1, CA2	Career Award 19 Yrs	1,200.00	23.08	46.15	0.576923		
CA0, CA1, CA2	Career Award 24 Yrs	1,700.00	32.69	65.38	0.817308		
CA0, CA1, CA2	Career Award 29 Yrs	1,800.00	34.62	69.23	0.865385		
CA0, CA1, CA2	Career Award 39 Yrs	2,300.00	44.23	88.46	1.105769		
Notes: Grade 15A Principal Clerk School Secretary Grades 15A, 17, 19 and 21 receive an additional 1% 0% increase for all other grades Since there are titles other than Principal Clerk School Secretary paid at Grade 15 the new grade (15A) was created to isolate only those employees in this title.							

09/01/02 – 08/31/03 Weekly Pay Schedule							
260 Days							SG1
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
13	489.90	500.60	511.27	521.99	532.66	543.41	556.99
14	500.60	511.27	521.99	532.66	543.41	557.59	571.56
15	511.27	521.99	532.66	543.41	557.59	571.97	586.25
16	521.99	532.66	543.41	557.59	571.97	586.17	600.82
17	532.66	543.41	557.59	571.97	586.17	600.46	615.48
18	543.41	557.59	571.97	586.17	600.46	614.74	630.13
19	557.59	571.97	586.17	600.46	614.74	632.54	648.34
20	571.97	586.17	600.46	614.74	632.54	650.41	666.68
21	586.17	600.46	614.74	632.54	650.41	668.26	684.98
22	600.46	614.74	632.54	650.41	668.26	686.10	703.22
23	614.74	632.54	650.41	668.26	686.10	707.49	725.18
24	632.54	650.41	668.26	686.10	707.49	728.85	747.06
25	650.41	668.26	686.10	707.49	728.85	753.82	772.65
26	668.26	686.10	707.49	728.85	753.82	778.82	798.30
27	686.10	707.49	728.85	753.82	778.82	803.79	823.89
28	707.49	728.85	753.82	778.82	803.79	828.77	849.48
29	728.85	753.82	778.82	803.79	828.77	857.31	878.74
30	753.82	778.82	803.79	828.77	857.31	882.27	904.32
31	778.82	803.79	828.77	857.31	882.27	903.64	926.24
32	846.61	875.11	903.64	935.74	967.89	1,003.50	1,028.59
33	885.82	914.35	942.87	971.47	1,005.23	1,039.22	1,065.19
34	914.35	942.87	971.47	1005.23	1,037.29	1,071.31	1,098.10
35	942.87	971.47	1003.50	1035.62	1,067.46	1,098.96	1,126.44
36	971.47	1,003.50	1,035.62	1,067.46	1,098.96	1,134.11	1,162.45
37	1,003.50	1,035.62	1,067.46	1,098.96	1,134.11	1,170.39	1,199.66
Code	Description		Annual	Weekly	26 Pymnt	Hourly	
CA0, CA1, CA2	Career Award 9 Yrs		700.00	13.46	26.92	0.336538	
CA0, CA1, CA2	Career Award 14 Yrs		1,000.00	19.23	38.46	0.480769	
CA0, CA1, CA2	Career Award 19 Yrs		1,200.00	23.08	46.15	0.576923	
CA0, CA1, CA2	Career Award 24 Yrs		1,700.00	32.69	65.38	0.817308	
CA0, CA1, CA2	Career Award 29 Yrs		1,800.00	34.62	69.23	0.865385	
CA0, CA1, CA2	Career Award 39 Yrs		2,300.00	44.23	88.46	1.105769	
CA0, CA1, CA2	CA 9 Yrs - 766		700.00	16.67		0.416667	
CA0, CA1, CA2	CA 14 Yrs - 766		1,000.00	23.81		0.595238	
CA0, CA1, CA2	CA 19 Yrs - 766		1,200.00	28.57		0.714286	
CA0, CA1, CA2	CA 24 Yrs - 766		1,700.00	40.48		1.011905	
CA0, CA1, CA2	CA 29 Yrs - 766		1,800.00	42.86		1.071429	
CA0, CA1, CA2	CA 39 Yrs - 766		2,300.00	54.76		1.369048	

9/1/02 – 8/31/03 BI-WEEKLY PAY SCHEDULE							
260 Days							SG2
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
13	979.81	1,001.21	1,022.54	1,043.98	1,065.32	1,086.83	1,113.98
15	1,022.54	1,043.98	1,065.32	1,086.83	1,115.18	1,143.94	1,172.50
15A	1,053.21	1,075.30	1,097.29	1,119.44	1,148.65	1,178.26	1,207.68
17	1,097.08	1,119.44	1,148.65	1,178.26	1,207.52	1,236.94	1,267.91
19	1,148.65	1,178.26	1,207.52	1,236.94	1,266.36	1,303.04	1,335.59
21	1,207.52	1,236.94	1,266.36	1,303.04	1,339.86	1,376.62	1,411.06
22	1,200.92	1,229.47	1,265.07	1,300.83	1,336.52	1,372.21	1,406.45
23	1,229.47	1,265.07	1,300.83	1,336.53	1,372.21	1,414.98	1,450.36
26	1,336.52	1,372.21	1,414.98	1,457.69	1,507.65	1,557.65	1,596.59
28	1,414.98	1,457.69	1,507.65	1,557.65	1,607.58	1,657.54	1,698.96
33	1,771.65	1,828.69	1,885.74	1,942.94	2,010.46	2,078.45	2,130.39
<u>Code</u>	<u>Description</u>	<u>Annual</u>	<u>Weekly</u>	<u>26 Pymnt</u>	<u>Hourly</u>		
CA0, CA1, CA2	Career Award 9 Yrs	700.00	13.46	26.92	0.336538		
CA0, CA1, CA2	Career Award 14 Yrs	1,000.00	19.23	38.46	0.480769		
CA0, CA1, CA2	Career Award 19 Yrs	1,200.00	23.08	46.15	0.576923		
CA0, CA1, CA2	Career Award 24 Yrs	1,700.00	32.69	65.38	0.817308		
CA0, CA1, CA2	Career Award 29 Yrs	1,800.00	34.62	69.23	0.865385		
CA0, CA1, CA2	Career Award 39 Yrs	2,300.00	44.23	88.46	1.105769		

09/01/03 – 11/30/04 BI-WEEKLY PAY SCHEDULE							
260 Days							SG2
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
13	999.40	1021.23	1042.99	1064.86	1086.62	1108.57	1136.26
15	1042.99	1064.86	1086.62	1108.57	1137.49	1166.82	1195.95
15A	1074.28	1096.81	1119.23	1141.82	1171.63	1201.83	1231.84
17	1119.02	1141.82	1171.63	1201.83	1231.67	1261.68	1293.27
19	1171.63	1201.83	1231.67	1261.68	1291.69	1329.10	1362.30
21	1231.67	1261.68	1291.69	1329.10	1366.65	1404.15	1439.29
22	1224.94	1254.06	1290.37	1326.84	1363.25	1399.65	1434.57
23	1254.06	1290.37	1326.84	1363.26	1399.65	1443.28	1479.37
26	1363.25	1399.65	1443.28	1486.85	1537.80	1588.80	1628.53
28	1443.28	1486.85	1537.80	1588.80	1639.73	1690.69	1732.94
33	1807.08	1865.27	1923.45	1981.80	2050.67	2120.05	2173.00
<u>Code</u>	<u>Description</u>	<u>Annual</u>	<u>Weekly</u>	<u>26 Pymnt</u>	<u>Hourly</u>		
CA0, CA1, CA2	Career Award 9 Yrs	700.00	13.46	26.92	0.336538		
CA0, CA1, CA2	Career Award 14 Yrs	1,000.00	19.23	38.46	0.480769		
CA0, CA1, CA2	Career Award 19 Yrs	1,200.00	23.08	46.15	0.576923		
CA0, CA1, CA2	Career Award 24 Yrs	1,700.00	32.69	65.38	0.817308		
CA0, CA1, CA2	Career Award 29 Yrs	1,800.00	34.62	69.23	0.865385		
CA0, CA1, CA2	Career Award 39 Yrs	2,300.00	44.23	88.46	0.105769		
Notes:	1% Increase for Grades 15A, 17, 19, 21 (Principal Clerk School Secretary)						
	0 % Increase for all other grades						

09/01/03 – 11/30/04 WEEKLY PAY SCHEDULE							
260 Days							SG1
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
13	499.70	510.62	521.50	532.43	543.31	554.28	568.13
14	510.62	521.50	532.43	543.31	554.28	568.74	582.99
15	521.50	532.43	543.31	554.28	568.74	583.41	597.97
16	532.43	543.31	554.28	568.74	583.41	597.89	612.83
17	543.31	554.28	568.74	583.41	597.89	612.47	627.79
18	554.28	568.74	583.41	597.89	612.47	627.03	642.73
19	568.74	583.41	597.89	612.47	627.03	645.19	661.31
20	583.41	597.89	612.47	627.03	645.19	663.42	680.01
21	597.89	612.47	627.03	645.19	663.42	681.62	698.68
22	612.47	627.03	645.19	663.42	681.62	699.83	717.29
23	627.03	645.19	663.42	681.62	699.83	721.64	739.68
24	645.19	663.42	681.62	699.83	721.64	743.42	762.00
25	663.42	681.62	699.83	721.64	743.42	768.90	788.10
26	681.62	699.83	721.64	743.42	768.90	794.40	814.26
27	699.83	721.64	743.42	768.90	794.40	819.87	840.37
28	721.64	743.42	768.90	794.40	819.87	845.34	866.47
29	743.42	768.90	794.40	819.87	845.34	874.46	896.31
30	768.90	794.40	819.87	845.34	874.46	899.91	922.40
31	794.40	819.87	845.34	874.46	899.91	921.71	944.76
32	863.55	892.62	921.71	954.45	987.25	1,023.57	1,049.16
33	903.54	932.63	961.73	990.90	1,025.33	1,060.01	1,086.50
34	932.63	961.73	990.90	1,025.33	1,058.03	1,092.74	1,120.06
35	961.73	990.90	1,023.57	1,056.34	1,088.81	1,120.93	1,148.97
36	990.90	1,023.57	1,056.34	1,088.81	1,120.93	1,156.79	1,185.70
37	1,023.57	1,056.34	1,088.81	1,120.93	1,156.79	1,193.80	1,223.65
<u>Code</u>	<u>Description</u>	<u>Annual</u>	<u>Weekly</u>	<u>26 Pymnt</u>	<u>Hourly</u>		
CA0, CA1, CA2	Career Award 9 Yrs	700.00	13.46	26.92	0.336538		
CA0, CA1, CA2	Career Award 14 Yrs	1,000.00	19.23	38.46	0.480769		
CA0, CA1, CA2	Career Award 19 Yrs	1,200.00	23.08	46.15	0.576923		
CA0, CA1, CA2	Career Award 24 Yrs	1,700.00	32.69	65.38	0.817308		
CA0, CA1, CA2	Career Award 29 Yrs	1,800.00	34.62	69.23	0.865385		
CA0, CA1, CA2	Career Award 39 Yrs	2,300.00	44.23	88.46	1.105769		
CA0, CA1, CA2	CA 9 Yrs - 766	700.00	16.67		0.416667		
CA0, CA1, CA2	CA 14 Yrs - 766	1,000.00	23.81		0.595238		
CA0, CA1, CA2	CA 19 Yrs - 766	1,200.00	28.57		0.714286		
CA0, CA1, CA2	CA 24 Yrs - 766	1,700.00	40.48		1.011905		
CA0, CA1, CA2	CA 29 Yrs - 766	1,800.00	42.86		1.071429		
CA0, CA1, CA2	CA 39 Yrs - 766	2,300.00	54.76		1.369048		

12/01/04 – 11/30/05 BI-WEEKLY PAY SCHEDULE								
260 Days								SG2
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
13	1,024.39	1,046.76	1,069.06	1,091.49	1,113.79	1,136.28	1,164.67	1,184.67
15	1,069.06	1,091.49	1,113.79	1,136.28	1,165.92	1,195.99	1,225.84	1,245.84
15A	1,101.14	1,124.23	1,147.21	1,170.37	1,200.92	1,231.87	1,262.63	1,282.63
17	1,147.00	1,170.37	1,200.92	1,231.87	1,262.46	1,293.22	1,325.60	1,345.60
19	1,200.92	1,231.87	1,262.46	1,293.22	1,323.98	1,362.33	1,396.36	1,416.36
21	1,262.46	1,293.22	1,323.98	1,362.33	1,400.82	1,439.25	1,475.27	1,495.27
22	1,255.56	1,285.41	1,322.63	1,360.02	1,397.33	1,434.64	1,470.44	1,490.44
23	1,285.41	1,322.63	1,360.01	1,397.34	1,434.64	1,479.37	1,516.35	1,536.35
26	1,397.33	1,434.64	1,479.37	1,524.02	1,576.25	1,628.52	1,669.24	1,689.24
28	1,479.37	1,524.02	1,576.25	1,628.52	1,680.73	1,732.96	1,776.26	1,796.26
33	1,852.26	1,911.90	1,971.54	2,031.34	2,101.94	2,173.02	2,227.32	2,247.32

Code	Description	Annual	Weekly	26 Pymnt	Hourly
CA0,CA1,CA2	Career Award 9 Yrs	700.00	13.46	26.92	0.336538
CA0,CA1,CA2	Career Award 14 Yrs	1,000.00	19.23	38.46	0.480769
CA0,CA1,CA2	Career Award 19 Yrs	1,200.00	23.08	46.15	0.576923
CA0,CA1,CA2	Career Award 24 Yrs	1,700.00	32.69	65.38	0.817308
CA0,CA1,CA2	Career Award 29 Yrs	2,000.00	38.46	76.92	0.961538
	Career Award 34 Yrs	2,200.00	42.31	84.62	1.057692
CA0,CA1,CA2	Career Award 39 Yrs	2,500.00	48.08	96.15	1.201923
Note: 1% Increase for Grades 15A,17,19,21 (Principal Clerk School Secretary) 0% Increase for all other grades					

12/1/04 – 11/30/05 WEEKLY PAY SCHEDULE								
260 Days						SG1		
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
13	512.19	523.38	534.53	545.74	556.89	568.14	582.33	592.33
14	523.38	534.53	545.74	556.89	568.14	582.96	597.56	607.56
15	534.53	545.74	556.89	568.14	582.96	597.99	612.92	622.92
16	545.74	556.89	568.14	582.96	597.99	612.84	628.15	638.15
17	556.89	568.14	582.96	597.99	612.84	627.78	643.49	653.49
18	568.14	582.96	597.99	612.84	627.78	642.71	658.80	668.80
19	582.96	597.99	612.84	627.78	642.71	661.32	677.84	687.84
20	597.99	612.84	627.78	642.71	661.32	680.01	697.01	707.01
21	612.84	627.78	642.71	661.32	680.01	698.66	716.14	726.14
22	627.78	642.71	661.32	680.01	698.66	717.32	735.22	745.22
23	642.71	661.32	680.01	698.66	717.32	739.68	758.18	768.18
24	661.32	680.01	698.66	717.32	739.68	762.01	781.05	791.05
25	680.01	698.66	717.32	739.68	762.01	788.12	807.81	817.81
26	698.66	717.32	739.68	762.01	788.12	814.26	834.62	844.62
27	717.32	739.68	762.01	788.12	814.26	840.36	861.37	871.37
28	739.68	762.01	788.12	814.26	840.36	866.48	888.13	898.13
29	762.01	788.12	814.26	840.36	866.48	896.32	918.72	928.72
30	788.12	814.26	840.36	866.48	896.32	922.41	945.46	955.46
31	814.26	840.36	866.48	896.32	922.41	944.75	968.38	978.38
32	885.13	914.93	944.75	978.31	1,011.93	1,049.16	1,075.39	1,085.39
33	926.13	955.95	985.77	1,015.67	1,050.97	1,086.51	1,113.66	1,123.66
34	955.95	985.77	1,015.67	1,050.97	1,084.48	1,120.06	1,148.06	1,158.06
35	985.77	1,015.67	1,049.16	1,082.75	1,116.03	1,148.96	1,177.69	1,187.69
36	1,015.67	1,049.16	1,082.75	1,116.03	1,148.96	1,185.71	1,215.34	1,225.34
37	1,049.16	1,082.75	1,116.03	1,148.96	1,185.71	1,223.64	1,254.24	1,264.24

Code	Description	Annual	Weekly	26 Pymnt	Hourly
CA0,CA1,CA2	Career Award 9 Yrs	700.00	13.46	26.92	0.336538
CA0,CA1,CA2	Career Award 14 Yrs	1,000.00	19.23	38.46	0.480769
CA0,CA1,CA2	Career Award 19 Yrs	1,200.00	23.08	46.15	0.576923
CA0,CA1,CA2	Career Award 24 Yrs	1,700.00	32.69	65.38	0.817308
CA0,CA1,CA2	Career Award 29 Yrs	2,000.00	38.46	76.92	0.961538
CA0,CA1,CA2	Career Award 34 Yrs	2,200.00	42.31	84.62	1.057692
CA0,CA1,CA2	Career Award 39 Yrs	2,500.00	48.08	96.15	1.201923
CA0,CA1,CA2	CA 9 Yrs – 766	700.00	16.67		0.416667
CA0,CA1,CA2	CA 14 Yrs – 766	1,000.00	23.81		0.595238
CA0,CA1,CA2	CA 19 Yrs – 766	1,200.00	28.57		0.714286
CA0,CA1,CA2	CA 24 Yrs – 766	1,700.00	40.48		1.011905
CA0,CA1,CA2	CA 29 Yrs – 766	2,000.00	47.62		1.190476

Code	Description	Annual	Weekly	26 Pymnt	Hourly
CA0,CA1,CA2	CA 34 Yrs – 766	2,200.00	52.38		1.309524
CA0,CA1,CA2	CA 39 Yrs – 766	2,500.00	59.52		1.488095

APPENDIX B

BOSTON PUBLIC SCHOOLS
ADMINISTRATIVE GUILD

PERFORMANCE EVALUATION FORM

Name: _____ Date: _____

Current Position And Grade: _____ Date Assigned: _____

Permanent Position And Grade: _____

Department/School: _____ Evaluator: _____

Check One: Interim Evaluation ____ Annual Evaluation ____

Evaluator's Signature: _____ Date: _____

Employee's Signature: _____ Date: _____

The employee's signature indicates that he or she has seen and discussed the evaluation. It does not denote agreement with it.

Evaluator's Supervisor Signature: _____ Date: _____

Review the employee's job description and then complete the form. The following scale will be used for ranking performance:

- | | |
|---------------------------|--|
| U - Improvement Needed: | The employee has failed to meet expectations and his or her performance of the duties and responsibilities of his or her position needs improvement. |
| S - Meets Expectations: | The employee's performance of the duties and responsibilities of his or her position meets expectations. |
| E - Exceeds Expectations: | The employee's performance of the duties and responsibilities of his or her position exceeds expectations. |

The evaluator will circle the letter that applies, or if the form is being completed electronically, the evaluator should underline or bold the letter that applies. Any rating of "U" must be accompanied by a supporting diagnosis and prescription. The evaluator may add comments to ratings of "S" and "E" at his or her discretion.

-
- | | |
|--|-----------|
| 1. <u>Quality of Work</u> : accurately, competently and in a timely manner performs assigned tasks as set forth in the job description | U S E |
| 2. <u>Skills and Knowledge</u> : demonstrates the level of skill and knowledge required to perform the duties of this position | U S E |
| 3. <u>Motivation and Initiative</u> : accomplishes work after proper instruction; seeks clarification when needed; performs tasks in anticipation of or extraneous to normal responsibilities; recommends new solutions; effectively copes with the unexpected | U S E |
| 4. <u>Attendance and Punctuality</u> : is punctual; gives appropriate notice of sick, personal and vacation leave | U S E |
| 5. <u>Professional Demeanor</u> : maintains professional demeanor; is tactful, cooperative and courteous to people at all levels of Boston Public Schools and the public | U S E |
| 6. <u>Progress</u> : (applies only to employees being evaluated in the first six months of initial employment. The evaluator is to rate how well the employee is making progress toward meeting the above criteria.) | U S E |
-

Supervisor's Comments

1. How long has this employee been under your supervision? _____
2. General comments, significant other achievements, appraisal of potentialities.
3. This diagnosis and prescription section must be completed for each category evaluated as U – Improvement Needed. Identify the item number, the observable need for improvement, the recommendation, and the target date for improvement.

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