

Memorandum of Agreement
between
The School Committee of the City of Boston
and
The Administrative Guild, SEIU Local 888

This Memorandum of Agreement (“Agreement”) is made this 12th day of February 2008 between the Boston School Committee (“Committee”) and the Administrative Guild, SEIU Local 888 (“Union”). This Agreement is conditional on and subject to the ratification by the union membership, approval of the Boston School Committee, and supplemental appropriation by the City Council of the City of Boston.

Except as expressly modified by this Agreement, the terms and provisions of the parties’ collective bargaining agreement in effect from December 1, 2006 through August 31, 2007 shall continue in full force and effect from September 1, 2007 through August 31, 2010. The Union shall recommend and pursue ratification and approval of this Agreement by its members.

1. Preamble - Duration

- September 1, 2007 to August 31, 2010

2. Article 1 – Union Recognition, Jurisdiction and Definitions

Effective upon ratification of the 2007-2010 contract, after the number of students reaches 850 or more in a school, based on October’s student “race by grade” enrollment report, a second Senior Clerk / School Secretary at a grade 15 will be added at the school in addition to the Principal Clerk / School Secretary.

3. Article 2 – Salaries and Rates of Pay Per Hour

Compensation

- A. Effective September 1, 2007: 2.5% base wage increase
- B. Effective January 1, 2008: \$150 increase on the base
- C. Effective September 1, 2008: 3.0% on the base
- D. Effective September 1, 2009: 2.5% base wage increase

Effective upon ratification of the 2007-2010 contract, OITT members whose jobs require credits or degrees will receive an additional \$.05 an hour for each increment of 3 credits up to 30 credits.

Add to Section B, Temporary Employees. Effective upon ratification of the 2007-2010 contract all provisional... one consecutive year or more are automatically moved to step 2.

4. Article 3 – Working Conditions

Delete 2nd paragraph of section F – Information at Location.

Replace section N with the following: Effective upon ratification and approvals, members of the bargaining unit must be residents of the City of Boston in accordance with the City of Boston’s Residency Ordinance (Ord. 1976, c. 9 as amended), except that after ten (10) continuous years of active service from the date of hire with the City of Boston, bargaining unit members will be exempted from the Residency Ordinance”.

5. Article 4 – Posting and Bidding of Vacancies

Replace section B with the Following: Effective Sept 1, 2007, the current Posting and Bidding Procedure will no longer be in effect and replaced by a “Rolling Posting”. A rolling posting is defined as an electronic posting of a Guild vacancy via the BPS Career Center upon notice of such permanent opening occurring or reasonably expected to occur.

1. Bids will appear on the BPS Career Center website which can be accessed from any computer with internet access. Any vacancies that occur less than 2 weeks prior to the end of the school year through the end of July will be posted on August 1.
2. All applications must be submitted within the ten calendar day posting period from the day that the vacancy is listed
3. Delete current language and insert: "No more than 4 of the most senior applicants’ names will be submitted to the hiring manager for review".
4. In the event of a tie in seniority, all of the tied applicant’s names will be sent.
5. Eligibility/Denial responses will be sent via email listed on the employee’s profile.
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.
7. Effective September 1, 2007, employees who bid for and accept a position as a Principal Clerk-School secretary will be required to remain in that position for one school year. A school year begins with the date of the move to the new position which will now be at the end of the secretary's summer vacation period (usually in August). This provision shall not apply to central-based vacancies or other school-based vacancies which will allow for immediate transfer into the new position after the post/bid process is completed. Employees in this category who bid for and accept a position will be required to remain in that position for one year. The one year begins from the date of the bid.

8. No change
9. Delete current language and insert: "A Principal Clerk-Secretary who has been awarded a position as a result of a bid for such position will be immediately compensated at the rate of the new position after the post/bid process is completed. All Principal Clerk-Secretary vacancies occurring while school is in session (September through June) will be filled by hiring an employee until the school year ends and work is finished for the year (on or before July 3rd). The vacancy will first be offered on a temporary basis to a Guild member currently working at the school. If no Guild employee accepts the vacancy on a temporary basis, it will then be filled by a temporary employee. The employee shall be compensated at a Principal Clerk-Secretary Grade 19.
10. No change
11. All applications will be via the BPS Career Center and shall set forth at a minimum, the name, position and ID number of the applicant; the job title and PC number of the position for which the applicant is to be considered; along with the salary range and job description of the posted position. The Guild President, union representative or designee will receive notification of bids and the subsequent successful candidate. 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.
12. No change
13. No change
14. Annual Posting Procedure. Delete entire section except (b.). Move last paragraph in (c.) to 15. (See below)
15. Civil Service: Same first paragraph. Add: Delegation/appointment process shall be subject to joint discussion and consultation between the Guild and the School Department.

C. Permanent Transfer: Effective September 1, 2007, change the number "three (3)" to the number "four (4)" in the third sentence.

D. Permanent Promotion: Delete the phrase: "as a result of a Departmental Promotional Examination," in paragraph one, effective September 1, 2007.

E. Temporary Promotion: No change.

F. Provisional Promotion: Effective September 1, 2007, 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 purpose of the Agreement, a provisional promotion shall be as described in Section 15 of the Civil Service Law (G.L. c. 31, § 15). The position shall be filled by appointment of one (1) of the first four (4) senior qualified applicants. 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.

G. Section G: Promotion and Transfer Procedures: Bid Lists and Seniority.

Effective September 1, 2007 change the number "three (3)" to the number "four (4)" in the first paragraph. And in the second paragraph, replace the words "selecting the number two (2), the number three (3) or the number four (4) applicant" and replace with "not selecting the most senior applicant if another applicant is chosen for the position".

In the third paragraph, delete the phrase "within two (2) weeks following the closing time of bids" to "within two weeks after the post/bid process is completed except for Principal Clerk Secretaries whose transfer will be effectuated as stated in section B, numbers 6 through 9 above".

6. Article 5 – Maintenance of Benefits

Replace section B with the following: Replace section B with the following:

Effective January 1, 2008, in addition to their annual vacations, current employees assigned to Central Office who receive two (2) working days off with pay (501 days) be used during the December school vacation period of each year, shall continue to do so. 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.

Effective January 1, 2008, employees who are assigned to, successfully bid on a position, or are hired to a position at central office, after January 1, 2008, will not receive any 501 days but will receive one (1) additional personal day, for a total of four (4), to be used in accordance with Article 6, section C(9) of the contract.

All school-based employees will be given all school vacation days off with pay.

7. Article 6 – Leave

Add to section A(1) the following: Effective upon ratification of the 2007-2010 contract, up to 15 days of accumulated sick leave may be used for family illness in each school year.

Add to section C(9) the following: Effective upon ratification of the 2007-2010 contract, employees must, when possible submit a request for a personal leave day in writing to their supervisor at least two days in advance.

8. Article 14 – Other Compensation

Replace section E with the following:

Amend Section A: Effective April 1, 2008 the City shall cease to offer Master Medical to bargaining unit members. On April 1, 2008 the City shall offer the indemnity PPO known as Blue Care Elect Preferred. The

City's rate of contribution for the indemnity PPO shall be 75%. The employee's rate of contribution shall be 25%.

Effective First Pay Period January 2008 the City's rate of contribution for all approved and authorized health maintenance organizations shall be 87.5%. The employee's rate of contribution for all approved and authorized health maintenance organizations shall be 12.5%.

Effective First Pay Period January 2008 the City's rate of contribution for all approved and authorized point of service products shall be 82.5%. The employee's rate of contribution for all approved and authorized point of service products shall be 17.5%.

Effective First Pay Period January 2009 the City's rate of contribution for all approved and authorized health maintenance organizations shall be 85%. The employee's rate of contribution for all approved and authorized health maintenance organizations shall be 15%.

Effective First Pay Period January 2009 the City's rate of contribution for all approved and authorized point of service products shall be 80%. The employee's rate of contribution for all approved and authorized point of service products shall be 20%.

Add the following to section F:

BPS shall pay the contribution costs to participate in the current dental/vision plan for the length of this contract (December 1, 2006-August 31, 2007 and September 1, 2007-August 31, 2010)

9. Article 15 – Layoff and Recall Procedure

Add to section B: Effective upon ratification of the 2007-2010 contract, non-Permanent employees who have completed less than six (6) months prior to a layoff are not subject to recall.

Amend last sentence of section C to read: “Effective upon ratification of the 2007-2010 contract, in the event that the reassignment is to a lower grade position, the employee shall maintain his or her existing rate until the employee is either awarded a bid, or for a period of six (6) months, which ever comes first, at which time the pay rate will become that of the position held”.

10. Article 18 – Attendance Monitors and 766 Clerks

Add the following:

Effective upon ratification of the 2007-2010 contract, All ETF clerks will be paid over 26 pay periods

11. Article 19 – Miscellaneous

Section A – eliminate all summer school language in first paragraph. Add the following after the first paragraph: Beginning the January 2008, any school building that houses more than one hundred (100) students in any BPS summer school program(s) shall afford the Guild member assigned to that building during the regular school year a “first right of refusal” for the Summer Transition position requiring some clerical services. If agreeing to take the position, the Guild **member** shall comply with all of the requirements/responsibilities outlined in the job description and also agree to the stipend offered for his/her services as outlined in the annual Summer Transition Program Circular.

Any other interested Guild member who is not assigned to the school building housing the summer school program(s), may apply for the Summer Transition position requiring some clerical services and if selected, must comply with the conditions outlined above.

Revise section F(7) to read as follows: Effective upon ratification of the 2007-2010 contract, the parties agree that in Pilot Schools a work-year schedule (including length of work year, length of work day, and summer work) shall be created by the Governing Board and shall be given to affected staff no later than January 15th of the previous school year. If the bargaining unit employee decides he or she does not wish to stay at the school for the following school year, he or she shall have the right to be reassigned via the post and bid process provided that notification is given to Human Resources by March 1st. Pilot School governing bodies may not make changes to their programs and schedules during the school year.

Revise section G to as follows: Effective on January 1, 2008, the Committee shall establish a fund for tuition reimbursement for Guild members at an annual level of \$10,000, to be refunded on January 1 2009 and 2010. There shall be a Joint Tuition Committee (JTC) composed of two members of management and three 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 except that the tuition reimbursement shall initially be capped at \$500 per Guild member per year.

All courses must be approved by the Assistant Superintendent of Human Resources, consistent with current policy. Courses that will generally be approved are those offered by an accredited degree-granting institution which grant a transcript upon successful course completion and are reasonably associated with the job description of the employee. Tuition reimbursement shall be limited to courses that have begun during the contract year and result in successful completion.

If, prior to May 1st of each contract year during the 2007-2010 contract, the fund is not exhausted, eligible Guild members may apply for an additional \$250 for a maximum total reimbursement of \$750. If by June 1st, the fund still isn't exhausted, the JTC will meet to decide on providing additional professional development opportunities to interested Guild members.

12. Article 22 – Performance Evaluations

Replace existing language with the following:

Effective upon ratification of the 2007-2010 contract, 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 parties agree that an effective performance evaluation program is one that assists an employee in identifying his/her strengths and deficiencies and offers prescriptions to address areas that are unsatisfactory.

Employees will be rated Excellent, Satisfactory, or Unsatisfactory.

The following procedures shall apply in evaluating employees for the annual and interim rating:

Employees will be evaluated by their most direct supervisor or designee who is not a member of the Guild bargaining Unit

For all new employees or after a change in supervision, the evaluator or designee must meet with the employee no later than 30 days after the start of the rating year to discuss and explain the evaluation process and instrument and to identify the responsibilities and objectives of the position. The employee and the evaluator will sign the evaluation instrument indicating the date of such meeting. All new employees or employees under new supervision should be evaluated by an interim evaluation if reasonably possible by November 15th of the rating year. All other employees will be evaluated at least a minimum of one time during the school year.

If an evaluation is unsatisfactory, then the supervisor should communicate in writing the reasons for the unsatisfactory evaluation within the evaluation form and provide prescriptions for improvement and a follow-up evaluation or evaluations must be done after a minimum of 20 school days and no later than 50 school days from the last evaluation during which a member is present. All initial “Unsatisfactory” interim evaluations should have a follow-up evaluation no less than 20 school days during which the employee is present.

Evaluations shall be completed by June 1 of each year. Within ten working days in which the employee is present following the completion of any evaluation

document, the evaluator will meet with the employee to discuss the evaluation. 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.

In any area where the evaluator indicates a need for professional improvement, a specific written prescription will be written into the evaluation document.

In order to receive a rating of “Unsatisfactory” in any category on an annual evaluation, an interim evaluation must have been previously conducted. Interim evaluations are not to be part of the employee’s permanent file. If an employee receives an annual overall unsatisfactory evaluation, the supervisor may initiate termination by recommending to the Superintendent that such employee be terminated. (clarification of existing statutory right)

An annual rating of unsatisfactory may be subject to the grievance and arbitration process.

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

The evaluator shall use the evaluation form in Appendix B that has been amended to include additional signatures indicating the initial pre-evaluation conference date.

13. New Section – Superintendents Schools

Effective January 1, 2008 Guild members in Superintendent’s Schools will be required to work an additional 30 minutes per school day. The additional half hour will be a part of the expanded instructional school day for staff and students and shall be paid on a pro-rata basis, annualized and retirement worthy. All Principal Clerk / School Secretary(ies) will begin work fifteen (15) minutes before the start of the school day and stay up to thirty (30) minutes after the end of the school day, not to exceed a seven hour and forty-five (45) minute work day.

Recognizing that many of these schools are hard to staff, the district will offer an incentive to encourage experienced, excellent Guild members to work in these schools. Due to the additional clerical, leadership or other responsibilities, Guild members working in a Superintendent School shall receive a differential of 2.5% (retirement worthy). These additional responsibilities may not require additional time at the school but if necessary, will not exceed one (1) hour and fifteen (15) minutes total per week.

ETF Clerks in Superintendent Schools will continue to work a six (6) hour day. (If it is determined that the ETF must work the additional hour each day, the parties agree to discuss the issue of the ETF Clerk workday with respect to additional time and compensation).

Any Guild member who does not want to participate in the additional time per school day will be reassigned from the Superintendent's School. Guild employees working in a newly designated Superintendent's School shall declare, by April 1st of the current school year, their intention to leave the school the following school year in order to bid on other vacancies. In the event that Superintendents Schools are not designated by the second week in March, Guild members will have four weeks from the date that the Superintendents Schools are designated to inform the school of their intention to leave. The vacated position will be posted by the Office of Human Resources and the vacated Guild member will be moved to another Guild position within the same category and title.

The Superintendent will have the broad discretion to fill Guild vacancies and make reassignments and assignments of Guild members in Superintendent's Schools at any time. 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. The Superintendent or her designee shall choose the candidate he/she determines best for the position, regardless of seniority, title, or grade of applicants. The Superintendent or her designee shall state in writing why the candidate was chosen. The final selection will be made by the Superintendent.

As soon as the Superintendent is made aware of a Principal's request to have a school secretary reassigned, a meeting will be scheduled with the principal, the school secretary, a member of the Guild selected by the Guild and a member of management selected by BPS. This meeting will take place within five (5) school days. If this does not resolve the issue, management will consult with the Guild President and the Guild member will be reassigned by the Superintendent and will suffer no loss of compensation¹ until they successfully bid or for the remainder of the school year, whichever is first.

Note: For the purposes of this contract, the English High School is a Commonwealth Pilot School and not included in the Superintendent Schools language

¹ This will not include the 2.5% differential

In witnesses whereof, the parties hereto have caused their names to be subscribed as the duly authorized officers and representatives on this ____ day of February, 2008.

Boston Public Schools

Administrative Guild, SEIU Local 888

Elizabeth Reilinger, School Committee
Chair

Nancy LaCroix, President

Dr. Carol R. Johnson, Superintendent

Susana Seghat, SEIU Local 888 President

James McIntyre, Chief Operating Officer

Virginia Tisei, Director Labor Relations
