

Article VIII

Compensation and Benefits

A. Step Placement and Step Advancement

1. Hiring Rate

(a) All persons covered by this Agreement shall be hired at the minimum salaries for their respective ranks, except as hereinafter provided.

(b) If such persons are receiving a salary equal to or in excess of the minimum salary of the rank to which they may be appointed, they shall be placed upon that year of the schedule which most nearly approaches, but is not less than the salary they are receiving in a teaching or other position at the time of the appointment; provided, that salaries shall be based upon the regular annual compensation received in a teaching or other position identical with or definitely related to the instruction which teachers are to give up to the maximum of this salary schedule.

(c) Persons who leave other positions or teachers who leave teaching positions in other school systems to serve as a substitute or provisional teacher, and while serving as a substitute or provisional teacher are appointed, shall be placed upon the year of the schedule which most nearly approaches but is not less than the salary they received in a teaching position or other position identical with or definitely related to the instruction which teachers are to give, held immediately prior to the employment as a substitute or provisional teacher.

(d) For purposes of recruiting teachers into areas where there may be a teacher shortage or for affirmative action purposes, the Committee may place newly hired teachers on any step of the salary grid. Further, the Committee may pay moving expenses or other up-front, non-recurring payments as a hiring incentive.

(e) Every person who on September 1, 1976 or 1977 was serving in a rank specified in the foregoing salary schedule shall be placed on the minimum salary of his/her grouping, provided, however, that the salary of no person shall be re-

duced; and provided further, that nothing herein contained shall be construed to deprive any person of salary increases provided by other orders of the Committee.

2. Credit for Prior Work Experience

(a) *Outside the Boston School System*

Persons who have taught outside the Boston School System shall receive year for year service credit for such teaching experience for salary purposes on the Group I Salary Schedule, up to a maximum of three (3) years. For the purpose of this paragraph a year's teaching shall mean at least one hundred and sixty (160) days teaching performed under a certificate granted by the Massachusetts Department of Education or certificate that requires equal qualification.

(b) *Boston Professional Experience*

Credit for all prior teaching experience in the City of Boston shall be granted to all those in Group I of the salary schedule. One hundred twenty (120) days' credit for salary purposes per school year shall be the basis for computing one year's teaching experience.

All persons appointed to permanent service shall be placed upon that year of the salary schedule to which their years of permanent, permanent substitute, provisional, and temporary service in the Boston public schools entitles them. For salary purposes one hundred twenty (120) days within a school year shall be credited as one year's teaching experience.

Credit for all prior School Nursing experience in the City of Boston shall be granted to all nurses. One hundred twenty (120) days' credit for salary purposes per school year shall be the basis for computing one year of School Nurse experience.

(c) *Professional Service Credit*

Paraprofessionals who have become or do become teachers in the Boston School system shall receive one year of salary credit for every three years worked as a Boston Public School paraprofessional, up to a maximum of three (3) years

for salary credit. For salary purposes one hundred twenty days (120) shall be the basis for computing one school year.

3. Provisional Teachers

(a) On or before December 1, the Committee will determine when a vacancy is expected to last for the duration of the school year and shall grant a prospective contract to a provisional teacher hired to fill such vacancy. After December 1, a teacher who is expected to perform for the balance of the school year in the same assignment will be paid as a long-term substitute in accordance with the agreed upon terms governing substitute teachers and there shall be no retroactive contracts.

(b) Provisional teachers shall be given salary credit for up to three (3) full years of satisfactory teaching experience inside or outside of the school system. A “full” year inside the system for salary purposes is calculated as no less than one hundred twenty (120) days and includes service as a substitute. A “full” year outside the school system is calculated at no less than one hundred sixty (160) days and excludes service as a substitute.

(c) Provisional teachers shall be entitled to step advancement on the same basis as permanent teachers, without being capped at the third step on the bachelor schedule.

4. Other Provisions Regarding Step Placement

(a) *Master’s Degree*

Teachers appointed heretofore or hereafter who obtain a Masters degree granted in a course by an educational institution approved by the Committee shall be placed on the step of the higher schedule for teachers which is the same step they hold in the lower schedule for teachers.

(b) *Length of Service*

All persons serving in ranks listed in Group I and Group II who are below the maximum salary shall be placed on that step to which their years of service in their group entitle them.

5. Step Advancement

(a) All persons serving in ranks listed in Group I, on maximum salary on August 31, 1997 shall be advanced to the maximum salary in Group I, on September 1, 1997 and on maximum salary August 31, 1998, shall be advanced to the maximum salary in Group I, on September 1, 1998. All persons on the maximum salary on September 1, 1998 shall be advanced to the maximum salary in Group I on September 1, 1999.

(b) Those persons who at the time of their appointment have not had one hundred twenty (120) days for salary purposes within the school year of their appointment but who do have a total of at least one hundred twenty (120) days for salary purposes in the school year of their appointment will advance a step on the salary schedule, to the maximum, on each September following their appointment.

All other persons will advance a step on the salary schedule, to the maximum, on the first day of the month of the appointment in each year.

(c) During the school year all persons in Group I and II who on the prior August 31 shall not have reached maximum salary of the respective anniversary dates by the amount of the annual increment provided for in the foregoing schedule until the maximum of their respective ranks is reached: provided that the final increment shall be such as shall place the person upon the maximum salary of his rank.

B. Payment of Salaries

Salaries shall be deemed fully earned at the end of the school year and proportionately earned during the school year. Salaries shall be paid over a ten month period beginning with the first month of the school year and ending with the June month. Teachers who opt to be paid over twelve months will receive their full salary in 26 equal checks, issued every other Friday. Those who opt to be paid over ten months will receive their full salary in 22 checks, issued every other Friday, September through June.

(1) Effective September 1, 2006, all members of the teacher unit and the paraprofessional unit shall receive a one-time bonus of \$500.00. This bonus will not be calculated as part of the base wage.

C. Group I Salary Schedule

Biweekly Pay Schedule 09/01/06 - 08/31/07

<u>Year</u>	<u>A</u>		<u>B</u>		<u>C</u>			<u>D</u>	
	<u>Bachelor</u>	<u>B+15</u>	<u>Masters</u>	<u>M+15</u>	<u>M+30</u>	<u>M+45</u>	<u>M+60</u>	<u>M+75</u>	<u>Doctorate</u>
1	43,202	44,692	46,175	47,668	49,156	50,643	52,346	53,822	54,664
2	46,517	48,215	49,920	51,626	53,328	55,021	56,935	58,411	59,252
3	49,355	51,058	52,757	54,465	56,158	57,867	59,782	61,259	62,100
4	52,201	53,906	55,602	57,307	59,006	60,701	62,625	64,102	64,942
5	55,038	56,957	58,865	60,782	62,702	64,612	66,738	68,216	69,056
6	58,363	60,272	62,187	64,100	66,015	67,923	70,186	71,664	72,505
7	62,151	64,062	65,980	67,893	69,809	71,725	73,854	75,332	76,173
8	65,985	67,894	69,812	71,725	73,641	75,560	77,687	79,165	80,007
9	69,314	71,224	73,140	75,055	76,969	78,890	81,017	82,496	83,336

Biweekly Pay Schedule 09/01/07-1/31/08

<u>Year</u>	<u>A</u>		<u>B</u>		<u>C</u>			<u>D</u>	
	<u>Bachelor</u>	<u>B+15</u>	<u>Masters</u>	<u>M+15</u>	<u>M+30</u>	<u>M+45</u>	<u>M+60</u>	<u>M+75</u>	<u>Doctorate</u>
1	43,202	44,692	46,175	47,668	49,156	50,643	52,346	53,822	54,664
2	47,913	49,662	51,418	53,175	54,928	56,672	58,643	60,163	61,030
3	50,836	52,590	54,340	56,099	57,843	59,603	61,575	63,097	63,963
4	53,767	55,523	57,270	59,026	60,776	62,522	64,504	66,025	66,890
5	56,689	58,666	60,631	62,605	64,583	66,550	68,740	70,262	71,128
6	60,114	62,080	64,053	66,023	67,995	69,961	72,292	73,814	74,680
7	64,016	65,984	67,959	69,930	71,903	73,877	76,070	77,592	78,458
8	67,965	69,931	71,906	73,877	75,850	77,827	80,018	81,540	82,407
9	71,393	73,361	75,334	77,307	79,278	81,257	83,448	84,971	85,836

Biweekly Pay Schedule 02/01/08-08/31/08

<u>Year</u>	<u>A</u>		<u>B</u>		<u>C</u>			<u>D</u>	
	<u>Bachelor</u>	<u>B+15</u>	<u>Masters</u>	<u>M+15</u>	<u>M+30</u>	<u>M+45</u>	<u>M+60</u>	<u>M+75</u>	<u>Doctorate</u>
1	43,202	44,692	46,175	47,668	49,156	50,643	52,346	53,822	54,664
2	48,513	50,261	52,018	53,775	55,528	57,272	59,243	60,763	61,630
3	51,436	53,190	54,940	56,699	58,443	60,203	62,175	63,697	64,563
4	54,367	56,123	57,870	59,626	61,376	63,122	65,104	66,625	67,490
5	57,289	59,266	61,231	63,205	65,183	67,150	69,340	70,862	71,728
6	60,714	62,680	64,653	66,623	68,595	70,561	72,892	74,414	75,280
7	64,616	66,584	68,559	70,530	72,503	74,477	76,670	78,192	79,058
8	68,565	70,531	72,506	74,477	76,450	78,427	80,618	82,140	83,007
9	71,993	73,961	75,934	77,907	79,878	81,857	84,048	85,571	86,436

**Biweekly Pay Schedule
09/01/08 - 01/31/09**

<u>Year</u>	<u>A</u>		<u>B</u>		<u>C</u>			<u>D</u>	
	<u>Bachelor</u>	<u>B+15</u>	<u>Masters</u>	<u>M+15</u>	<u>M+30</u>	<u>M+45</u>	<u>M+60</u>	<u>M+75</u>	<u>Doctorate</u>
1	44,498	46,033	47,560	49,098	50,631	52,162	53,916	55,437	56,304
2	49,968	51,769	53,579	55,388	57,194	58,990	61,020	62,586	63,479
3	52,979	54,786	56,588	58,400	60,196	62,009	64,040	65,608	66,500
4	55,998	57,807	59,606	61,415	63,217	65,016	67,057	68,624	69,515
5	59,008	61,044	63,068	65,101	67,138	69,165	71,420	72,988	73,880
6	62,535	64,560	66,593	68,622	70,653	72,678	75,079	76,646	77,538
7	66,554	68,582	70,616	72,646	74,678	76,711	78,970	80,538	81,430
8	70,622	72,647	74,681	76,711	78,744	80,780	83,037	84,604	85,497
9	74,153	76,180	78,212	80,244	82,274	84,313	86,569	88,138	89,029

**Biweekly Pay Schedule
02/01/09-08/31/09**

<u>Year</u>	<u>A</u>		<u>B</u>		<u>C</u>			<u>D</u>	
	<u>Bachelor</u>	<u>B+15</u>	<u>Masters</u>	<u>M+15</u>	<u>M+30</u>	<u>M+45</u>	<u>M+60</u>	<u>M+75</u>	<u>Doctorate</u>
1	44,943	46,493	48,036	49,589	51,137	52,684	54,455	55,991	56,867
2	50,468	52,287	54,115	55,942	57,766	59,580	61,630	63,212	64,114
3	53,509	55,334	57,154	58,984	60,798	62,629	64,680	66,264	67,165
4	56,558	58,385	60,202	62,029	63,849	65,666	67,728	69,310	70,210
5	59,598	61,654	63,699	65,752	67,809	69,857	72,134	73,718	74,619
6	63,160	65,206	67,259	69,308	71,360	73,405	75,830	77,412	78,313
7	67,220	69,268	71,322	73,372	75,425	77,478	79,760	81,343	82,244
8	71,328	73,373	75,428	77,478	79,531	81,588	83,867	85,450	86,352
9	74,895	76,942	78,994	81,046	83,097	85,156	87,435	89,019	89,919

**Biweekly Pay Schedule
09/01/09-01/31/10**

<u>Year</u>	<u>A</u>		<u>B</u>		<u>C</u>			<u>D</u>	
	<u>Bachelor</u>	<u>B+15</u>	<u>Masters</u>	<u>M+15</u>	<u>M+30</u>	<u>M+45</u>	<u>M+60</u>	<u>M+75</u>	<u>Doctorate</u>
1	46,291	47,888	49,477	51,077	52,671	54,265	56,089	57,671	58,573
2	51,982	53,856	55,738	57,620	59,499	61,367	63,479	65,108	66,037
3	55,114	56,994	58,869	60,754	62,622	64,508	66,620	68,252	69,180
4	58,255	60,137	62,008	63,890	65,764	67,636	69,760	71,389	72,316
5	61,386	63,504	65,610	67,725	69,843	71,953	74,298	75,930	76,858
6	65,055	67,162	69,277	71,387	73,501	75,607	78,105	79,734	80,662
7	69,237	71,346	73,462	75,573	77,688	79,802	82,153	83,783	84,711
8	73,468	75,574	77,691	79,802	81,917	84,036	86,383	88,014	88,943
9	77,142	79,250	81,364	83,477	85,590	87,711	90,058	91,690	92,617

**Biweekly Pay Schedule
02/01/10-08/31/10**

<u>Year</u>	<u>A</u>		<u>B</u>		<u>C</u>			<u>D</u>	
	<u>Bachelor</u>	<u>B+15</u>	<u>Masters</u>	<u>M+15</u>	<u>M+30</u>	<u>M+45</u>	<u>M+60</u>	<u>M+75</u>	<u>Doctorate</u>
1	46,754	48,367	49,972	51,587	53,198	54,808	56,650	58,248	59,159
2	52,502	54,395	56,295	58,196	60,094	61,981	64,114	65,759	66,697
3	55,665	57,564	59,458	61,362	63,248	65,153	67,286	68,935	69,872
4	58,838	60,738	62,628	64,529	66,422	68,312	70,458	72,103	73,039
5	62,000	64,139	66,266	68,402	70,541	72,673	75,041	76,689	77,627
6	65,706	67,834	69,970	72,101	74,236	76,363	78,886	80,531	81,469
7	69,929	72,059	74,197	76,329	78,465	80,600	82,975	84,621	85,558
8	74,203	76,330	78,468	80,600	82,736	84,876	87,247	88,894	89,832
9	77,913	80,043	82,178	84,312	86,446	88,588	90,959	92,607	93,543

Masters +75 Lane

Amend Article VIII(C) by adding an “M+75” lane after “M+60” in all salary schedules effective September 1, 2005. M+75 shall be equal to M+60 plus \$1,400. The Doctorate lane shall be equal to M+60 plus \$2,200. On 9/1/05, the parties agree to the following sequence of salary changes, from the previous year: A 1% raise will be enacted across the board. The M75 lane will be implemented as described as will the new doctorate lane. Another 1% raise will be enacted after the implementation of the Masters 75 increase.

D. Column Placement

1. Column A

Column A applies to holders of a Bachelor’s degree or other certification.

2. Column B

Column B applies to those persons who:

- (a) Hold a Masters degree granted prior to September 1, 1958 or a Master’s degree granted in a course after said date by an educational institution approved by the committee;
- (b) Have served ten years under one of the following certificates: Certificate IV High School, Certificate XI-Special, Valid in Day High School Elementary and/or Middle, or Certificate XXVIII - Boston Business School, or Certificate XXXI High School Women, or Certificate XXXI or XXXI-B Day

and Evening Industrial Schools, or Certificate XXXVI-School Librarian;

(c) Are now serving under Certificate XXXI High School Women, or Certificate XXXI or XXXI-B Day and Evening Industrial Schools and hold a Bachelor's degree or are now serving under one of the Certificates aforementioned in this clause after having served under Certificate XXX and who have completed in the aggregate ten years of service under Certificate XXX, XXXI, or XXXI-B;

(d) Are serving under Certificate IV High School Military Science and hold in the armed forces of the United States the rank of Major or Lieutenant Commander or a higher rank;

(e) Are serving under Certificate XI - Special Assistant Director Music;

(f) Are a Trades teacher and have earned 30 credits at the college level; or

Anyone hired after August 31, 1986 shall not be subject to subsections (b), (c), (d), and (e) of this Section.

3. Column C

Column C applies to those members of the bargaining unit who possess a Master's degree and have earned a total of thirty (30) additional graduate credits or a law degree from an institution of higher learning accredited by the Committee and approved for credit by a representative of the Committee provided, however, that this language shall not displace any rights to which any teacher may be entitled in the 1971-72 Agreement between the parties; or the person is a Trades teacher who has earned a Bachelor's degree; or the person is now serving under Certificate IV, High School, Women, or Certificate XXXI or XXXI-B, Day and Evening Industrial Schools was a prerequisite, holds a Master's degree, and is currently not serving in the Industrial Arts Section of the Department of Vocational Education and Industrial Arts. Anyone hired after August 31, 1986 shall not be subject to the last clause, "or the person is now serving ... industrial arts."

4. Column D

Column D applies to those persons in Group I who hold an earned Doctor's degree from an institution of higher

learning accredited by the Committee; or a Trades teacher who has earned a Master's plus 30 credit.

5. Lane Advancement

(a) For Group I and Group II, credit towards the "Bachelor's and 15 credits" lane, the "Master's and 15 credits" lane, the "Master's and 45 credits" and the "Master's and 60 credits" lane shall be granted on the same basis as that for which credits have been granted for the 30 added credits required for the "Master's and 30 credits" lane.

(b) Lane placement on a equivalency basis shall be granted to Trades teachers so that they achieve Master's plus 45 upon earning a Master's degree.

(c) In accordance with past policy, credit shall be granted for salary purposes for in-service courses and all graduate courses taken at an institution of higher learning accredited by the Committee. Credit in the excess of ten (10) but not in excess of thirty (30) shall be granted for salary purpose for in-service courses earned after September 1, 1980.

The School Department reserves the right to disapprove for salary credit courses that are unrelated to the field of education in the Boston Public Schools, or to subjects taught therein, or which do not enhance advancement up the educational career ladder for bargaining unit personnel. Law credits or degrees shall be creditable for employees who were in law school on or before the date of ratification of the 1983-86 Agreement and who acquire their law degree on or before June 30, 1985. Other employees with a law degree will always be placed one lane on the salary scale advanced from where they would otherwise be. Requests for pre-approval of any courses shall be responded to by the Human Resource Department promptly.

(d) With the School Department approval of subject matter and provider, fifteen (15) contact hours of continuing education shall equal one (1) in-service credit for nurses, speech and language pathologists, school psychologists, pupil adjustment counselors, guidance counselors, occupational and physical therapists, and vision teachers.

E. Group II Salary Schedule

1. Salary Schedule

The following schedule shall be effective September 1, 1997, for Division Foremen and Forewomen, Division Heads, Supervising Nurses, Guidance Counselors, Research Assistants, School Adjustment Counselors, Supervisors of Fine Arts, Vocal Music, and Physical Education in Elementary Schools, Teacher Coordinators, Vocational Assistants, and Vocational Instructors, Supervisors of Handicrafts (Special Classes), Assistant Industrial Arts, and any other person mentioned in Appendix A of this document under Group II:

Group II Salary Schedule Biweekly Pay Schedule 09/01/06-8/31/07

	A	B				C	
	<u>Base</u>	<u>M+15</u>	<u>M+30</u>	<u>M+45</u>	<u>M+60</u>	<u>M+75</u>	<u>Doctorate</u>
	77,348	79,321	81,317	83,313	85,517	86,996	87,837
(after 8 years)	80,675	82,650	84,647	86,641	88,845	90,326	91,167

Biweekly Pay Schedule 09/01/07-1/31/08

	A	B				C	
	<u>Base</u>	<u>M+15</u>	<u>M+30</u>	<u>M+45</u>	<u>M+60</u>	<u>M+75</u>	<u>Doctorate</u>
	79,668	81,701	83,757	85,812	88,083	89,606	90,472
(after 8 years)	83,095	85,130	87,186	89,240	91,510	93,036	93,902

Biweekly Pay Schedule 02/01/08-8/31/08

	A	B				C	
	<u>Base</u>	<u>M+15</u>	<u>M+30</u>	<u>M+45</u>	<u>M+60</u>	<u>M+75</u>	<u>Doctorate</u>
	80,268	82,301	84,357	86,412	88,683	90,206	91,072
(after 8 years)	83,695	85,730	87,786	89,840	92,110	93,636	94,502

Biweekly Pay Schedule 09/01/08-1/31/09

	A	B				C	
	<u>Base</u>	<u>M+15</u>	<u>M+30</u>	<u>M+45</u>	<u>M+60</u>	<u>M+75</u>	<u>Doctorate</u>
	82,676	84,770	86,888	89,004	91,343	92,912	93,804
(after 8 years)	86,206	88,302	90,420	92,535	94,873	96,445	97,337

**Biweekly Pay Schedule
02/01/09-8/31/09**

	A		B				C
	<u>Base</u>	<u>M+15</u>	<u>M+30</u>	<u>M+45</u>	<u>M+60</u>	<u>M+75</u>	<u>Doctorate</u>
	83,503	85,618	87,757	89,894	92,256	93,841	94,742
(after 8 years)	87,068	89,185	91,324	93,460	95,822	97,409	98,310

**Biweekly Pay Schedule
09/01/09-1/31/10**

	A		B				C
	<u>Base</u>	<u>M+15</u>	<u>M+30</u>	<u>M+45</u>	<u>M+60</u>	<u>M+75</u>	<u>Doctorate</u>
	86,008	88,187	90,390	92,591	95,024	96,656	97,584
(after 8 years)	89,680	91,861	94,064	96,264	98,697	100,331	101,259

**Biweekly Pay Schedule
02/01/10-8/31/10**

	A		B				C
	<u>Base</u>	<u>M+15</u>	<u>M+30</u>	<u>M+45</u>	<u>M+60</u>	<u>M+75</u>	<u>Doctorate</u>
	86,868	89,069	91,294	93,517	95,974	97,623	98,560
(after 8 years)	90,577	92,780	95,005	97,227	99,684	101,334	102,272

2. Column A

Column A applies to persons appointed by the Committee to this Group II.

3. Column B

Column B applies to those members of the bargaining unit who possess a Master's degree and have earned a total of thirty (30) additional graduate credits or a law degree from an institution of higher learning accredited by the Committee and approved for credit by a representative of the Committee provided, however, that this language shall not displace any rights to which any teacher may be entitled in the 1971-72 Agreement between the parties; or the person is a Trades teacher and has earned a Bachelor's degree; or the person is now serving under Certificate IV, High School in an area where Certificate XXXI for High School, Women, or Certificate XXXI or XXXI-B, Day and Evening Industrial Schools was a prerequisite, holds a Master's degree, and is currently not serving in the Industrial Arts Section of the Department of Vocational Education and Industrial Arts.

Anyone hired after August 31, 1986 shall not be subject to the last clause, "or the person is now serving ... industrial arts."

4. Column C

Column C applies to those persons in the Group who hold an earned Doctors degree from an institution of higher learning accredited by the Committee; or the person is a Trades teacher and has earned a Master's plus 30 credits.

5. Other Group II Eligibility Provisions

(a) Employees permanently appointed on or after September 1, 1978 as guidance counselors, guidance advisors, research assistants (psychologists), and school adjustment counselors will be paid at Group I rates. All employees permanently appointed to any such position on or before August 31, 1978, or who were serving on an acting basis in any such position and were thereafter appointed to any such position, will continue to be paid or continue to be eligible to be paid at Group II rates. It is understood that this provision is not intended to guarantee appointment to any person so serving on an acting basis.

(b) Nothing herein shall be construed to be a waiver of the rights of those persons now or formerly known as assistant headmaster-subject area, currently the subject of a proceeding at the SLRC.

F. Acting Rates and Differentials

1. Acting Positions

Any person in Groups I and II who may be designated by the Superintendent in accordance with the regulations to act in the position of a headmaster, shop superintendent, principal of a school or district, or of a director, associate director, or chief examiner, for a continuous period exceeding two (2) weeks, shall be paid per day for each day of service in addition to the regular salary of his or her rank:

<u>9/1/2006</u>	<u>9/1/2007</u>	<u>9/1/2008</u>	<u>8/31/2009</u>	<u>9/1/2009</u>	<u>8/31/2010</u>
		Blended Rate	Last Rate	Blended Rate	Last Rate
53.09	54.68	56.59	57.03	59.03	59.48

Any person in Groups I and II who may be similarly designated to act in the position of assistant director, assistant in

charge, supervisor, assistant headmaster (subject area), head instructor, coordinator, guidance counselor or division head, assistant principal, or shop foreman, shall be paid per day for each day of service in addition to the regular salary of his or her rank:

<u>9/1/2006</u>	<u>9/1/2007</u>	<u>9/1/2008</u> Blended Rate	<u>8/31/2009</u> Last Rate	<u>9/1/2009</u> Blended Rate	<u>8/31/2010</u> Last Rate
26.61	27.41	28.37	28.59	29.59	29.82

2. Acting Assistant Headmaster (Subject Matter)

Any master, junior master, or teacher, Latin or Day High Schools, who may be designated by the Superintendent in accordance with the regulations as acting assistant headmaster (subject area) wherein there are not less than fifteen hundred (1500) pupil hours in foreign (including ancient) languages, taught by at least three (3) teachers whole or part time, or of any other department wherein there are not less than two thousand (2,000) pupil hours, taught by at least four (4) teachers whole or part time, shall be paid per day for each day of service, in addition to the regular salary of his or her rank:

<u>9/1/2006</u>	<u>9/1/2007</u>	<u>9/1/2008</u> Blended Rate	<u>8/31/2009</u> Last Rate	<u>9/1/2009</u> Blended Rate	<u>8/31/2010</u> Last Rate
26.61	27.41	28.37	28.59	29.59	29.82

3. Teacher-in-Charge

Any person in Groups I and II of this salary schedule who may be designated by the Superintendent as teacher-in-charge of a building where there is no permanent assistant principal, assistant headmaster (subject area), or as teacher-in-charge of an elementary unit in a middle school, a high school or in an elementary school where there are at least four (4) classes shall be paid per day for each day of service, in addition to the regular salary of his or her rank. This sum shall be paid even when a teacher is out for acceptable reasons under this contract.

<u>9/1/2006</u>	<u>9/1/2007</u>	<u>9/1/2008</u> Blended Rate	<u>8/31/2009</u> Last Rate	<u>9/1/2009</u> Blended Rate	<u>8/31/2010</u> Last Rate
26.61	27.41	28.37	28.59	29.59	29.82

The position of teacher-in-charge shall be posted at the beginning of each school year in those elementary schools with no assistant principal. The principal shall designate as teacher-in-charge a person who is assigned full time to the school, who has an exemplary attendance record, and who is qualified, in the judgment of the principal, to serve in such capacity.

The teacher-in-charge shall be paid the per diem differential for each full day beginning with the first day the principal is out of the building.

Every effort shall be made to avoid having both the principal and the teacher-in-charge out of the school on the same day. If, however, both are absent on the same day, an alternate teacher-in-charge may be designated and paid in the same manner as set forth above, provided that only one teacher shall be paid a stipend as teacher-in-charge on a given day.

4. H.H.H.O.R.C.

All persons employed at the H.H.H.O.R.C. who are scheduled to work by the headmaster or his or her designee beyond the regular teacher work day shall be paid at the contractual hourly rate specified in Section VIII(H)(12) prorated for any fraction of an hour so scheduled.

This salary differential will be part of the teacher's annual salary and teachers will receive this in equal installments included as part of their regular pay checks.

The teaching load at the HHHORC will be consistent with the principles set forth in Sections V(A)(2)(a)-(d) and V(A)(4)(a)(2) based upon a longer work day. All teachers will have fifty-five (55) minutes for a planning and development period and fifty-five (55) minutes for an administrative period each day. Modules of twenty-five (25) and thirty (30) minutes may be scheduled to achieve these objectives.

5. Special Class Differential

A special class differential of

<u>9/1/2006</u>	<u>9/1/2007</u>	<u>9/1/2008</u>	<u>8/31/2009</u>	<u>9/1/2009</u>	<u>8/31/2010</u>
		Blended Rate	Last Rate	Blended Rate	Last Rate
1,199	1,235	1,278	1,288	1,333	1,343
(a)	Bargaining unit members not exceeding 220 who were				

named by the parties under the grievance settlement agreement AAA Case No. 1139-1957-77 as having received the Special Class Differential during the school year 1973-1974 and who possessed Special Class Certification 56. Such bargaining unit members will continue to receive this differential for as long as they are employed in a bargaining unit position in the Department of Special Services.

(b) Bargaining unit members not exceeding 105 who taught in the SAR-ESD-DDS classifications for the school year 1977-1978, so long as they continue to teach in one of these classifications.

(c) Teachers of the Deaf at the Mann Unit of the Jackson Mann School, so long as they continue to teach in that position.

G. Special Rates and Extracurricular Payments

1. Miscellaneous Hourly Positions

	<u>9/1/2006</u>	<u>9/1/2007</u>	Blended <u>9/1/2008</u>	Last Rate <u>8/31/2009</u>	Blended <u>9/1/2009</u>	Last Rate <u>8/31/10</u>
Teachers, Physically Handicapped (not to exceed two sessions per day)	54.67	56.31	58.28	58.58	60.63	56.31
Teachers, Classes of Lip Reading (not to exceed two sessions per day)	54.67	56.31	58.28	58.58	60.63	56.31
Special Assistants - Day School for Immigrants	54.67	56.31	58.28	58.58	60.63	56.31
Per session substitutes	54.67	56.31	58.28	58.58	60.63	56.31

Half day teachers of Kindergarten shall receive one-half the salary and benefits of Provisional Teachers.

2. Teachers, Coaches, and Coaches in Latin or Day High Schools

	<u>9/1/2006</u>	<u>9/1/2007</u>	Blended <u>9/1/2008</u>	Last Rate <u>8/31/2009</u>	Blended <u>9/1/2009</u>	Last Rate <u>8/31/2010</u>
Football, Head Coach	9,719	10,011	10,361	10,414	10,778	10,834
Football, Asst Coach	5,737	5,909	6,116	6,147	6,362	6,395
Baseball, Head Coach	6,020	6,200	6,417	6,450	6,676	6,710
Baseball, Asst Coach	4,858	5,004	5,179	5,205	5,387	5,415
Basketball, Head Coach	6,385	6,576	6,806	6,841	7,081	7,117
Basketball, Asst Coach	5,092	5,245	5,428	5,456	5,647	5,676
Indoor Track, Coach	5,182	5,337	5,524	5,552	5,747	5,776
Hockey, Coach	6,385	6,576	6,806	6,841	7,081	7,117

	<u>9/1/2006</u>	<u>9/1/2007</u>	<u>Blended 9/1/2008</u>	<u>Last Rate 8/31/2009</u>	<u>Blended 9/1/2009</u>	<u>Last Rate 8/31/2010</u>
Swimming, Coach	5,182	5,337	5,524	5,552	5,747	5,776
Cross Country, Coach	3,460	3,564	3,688	3,707	3,837	3,857
Outdoor Track, Coach	4,312	4,441	4,597	4,620	4,782	4,806
Soccer, Coach	4,617	4,756	4,922	4,947	5,120	5,147
Boating, Coach and Wrestling, Coach	2,592	2,670	2,763	2,777	2,875	2,889
Intramural Coaches – Middle School	58.88	60.64	62.76	63.09	65.29	65.63
Golf, Coach	2,592	2,670	2,763	2,777	2,875	2,889
Softball, Head Coach	6,020	6,200	6,417	6,450	6,676	6,710
Softball, Asst Coach	4,858	5,004	5,179	5,205	5,387	5,415
Badminton, Coach	2,592	2,670	2,763	2,777	2,875	2,889
Bowling, Coach	2,592	2,670	2,763	2,777	2,875	2,889
Cheerleading, Coach	2,592	2,670	2,763	2,777	2,875	2,889
Tennis, Coach	2,592	2,670	2,763	2,777	2,875	2,889
Volleyball, Coach	4,617	4,756	4,922	4,947	5,120	5,147

3. Yearbook, Clubs and Audio-Visual and Teachers in Charge and JROTC Instructors

	<u>9/1/2006</u>	<u>Blended 9/1/2007</u>	<u>Last Rate 9/1/2008</u>	<u>Blended 8/31/2009</u>	<u>Last Rate 9/1/2009</u>
<u>8/31/2010</u>					
Teacher in Charge of Yearbook, High School	1,247	1,285	1,330	1,336	1,383
Teacher in Charge of Yearbook, Middle School	1,247	1,285	1,330	1,336	1,383
Teacher in Charge of Drama Club	1,247	1,285	1,330	1,336	1,383
Teacher in Charge of clubs that meet in interscholastic competition	1,247	1,285	1,330	1,336	1,383
Elementary teacher in charge of audio-visual equip.	1,247	1,285	1,330	1,336	1,383
JROTC Drill Instructors	1,247	1,285	1,330	1,336	1,383
Academic Debate Coach	1,247	1,285	1,330	1,336	1,383

4. Evening High Schools

	<u>9/1/2006</u>	<u>Blended 9/1/2007</u>	<u>Last Rate 9/1/2008</u>	<u>Blended 8/31/2009</u>	<u>Last Rate 9/1/2009</u>
<u>8/31/2010</u>					
Principals, per hour	50.56	52.08	53.90	54.18	56.08
First Assistant, per hour	41.38	42.62	44.11	44.34	45.89
Assistants, per evening (three hours)	110.32	113.63	117.60	118.21	122.34

5. Evening Trade School

	9/1/2006	9/1/2007	Blended 9/1/2008	Last Rate 8/31/2009	Blended 9/1/2009	Last Rate 8/31/2010
Principals, per hour	50.56	52.08	53.90	54.18	56.08	56.36
First Assistant, per hour	41.38	42.62	44.11	44.34	45.89	46.12
Assistants, per evening (three hours)	110.32	113.63	117.60	118.21	122.34	122.97

6. Evening Elementary Schools

	9/1/2006	9/1/2007	Blended 9/1/2008	Last Rate 8/31/2009	Blended 9/1/2009	Last Rate 8/31/2010
Principals, per hour	50.56	52.08	53.90	54.18	56.08	56.36
Supervisors, Division B Classes, per evening (three hours)	124.08	127.80	132.27	132.95	137.60	138.31
Supervisors, Division C Classes, per evening (three hours)	124.08	127.80	132.27	132.95	137.60	138.31
First Assistants, per hour	41.38	42.62	44.11	44.34	45.89	46.12
Assistant, per evening (three hours)	110.32	113.63	117.60	118.21	122.34	122.97

7. Summer Review High Schools

	9/1/2006	9/1/2007	Blended 9/1/2008	Last Rate 8/31/2009	Blended 9/1/2009	Last Rate 8/31/2010
Principals, per hour	50.56	52.08	53.90	54.18	56.08	56.36
First Assistants, per hour	41.38	42.62	44.11	44.34	45.89	46.12
Assistant and School Nurses, per hour (four hours)	147.10	151.51	156.82	157.62	163.14	163.97

8. Summer Review Middle Schools

	9/1/2006	9/1/2007	Blended 9/1/2008	Last Rate 8/31/2009	Blended 9/1/2009	Last Rate 8/31/2010
Principals, per hour	50.56	52.08	53.90	54.18	56.08	56.36
First Assistants, per hour	41.38	42.62	44.11	44.34	45.89	46.12
Assistant and School Nurses, per hour (four hours)	110.32	113.63	117.60	118.21	122.34	122.97

9. Apprenticeship and Journeyman Classes

	9/1/2006	9/1/2007	Blended 9/1/2008	Last Rate 8/31/2009	Blended 9/1/2009	Last Rate 8/31/2010
First Assistants, per hour	41.38	42.62	44.11	44.34	45.89	46.12
Instructors, per hour	36.81	37.91	39.24	39.44	40.82	41.03

10. Vocational Education Teachers

Vocational Education Teachers who are required by the Department of Education of the Commonwealth of Massachusetts, or by the Committee, to attend summer courses, shall be paid a week's pay at their rank as an expense allowance toward the costs of tuition, travel, and living in connection with such courses.

11. Class Coverage Payment

When coverage of a class one-half (1/2) or more of a period causes loss of Planning and Development, unless relieved of an administrative period, that teacher will be credited with 20% of the rate of the per diem substitute. Payment in full is to be made not later than June 30 of the school year.

12. Contractual Hourly Rate

		Blended Rate	Last Rate	Blended Rate	Last Rate
<u>9/1/06-8/31/07</u>	<u>9/1/07-8/31/08</u>	<u>9/1/08-8/31/08</u>	<u>8/31/09</u>	<u>9/1/09-8/31/10</u>	<u>8/31/10</u>
36.81	37.91	39.24	39.44	40.82	41.03

13. Externally Funded Extracurricular Activities

The Department may pay a fixed stipend for extra work, regardless of the number of hours, for extracurricular activities dependent upon external funding.

14. Language Assessment Team Leader

The Language Assessment Team Leader in bilingual programs at the elementary level shall be granted an extracurricular payment of

		Blended Rate	Last Rate	Blended Rate	Last Rate
<u>9/1/06</u>	<u>9/1/07</u>	<u>9/1/08</u>	<u>8/31/09</u>	<u>9/1/09</u>	<u>8/31/10</u>
711.26	732.59	758.23	764.10	790.04	796.95

to complete Language Assessment team related duties. At the middle and high school levels the Language Assessment Team Leader shall be allowed two (2) administrative periods to perform these duties.

15. Early Learning Centers

Provided that staff at early learning centers continue to arrange coverage during school vacations by staggering their

work schedules, staff required to work in excess of ten months shall be paid on a pro rata basis for the additional time.

16. Clinical Coordinators

Clinical coordinators shall be reimbursed the cost of their professional supervision.

17. Cooperating Teachers

A joint study by Committee and Union representatives shall be made for compensation of cooperating teachers.

Each cooperating teacher shall be given two days of leave, with pay, without loss of benefits. Such days shall be taken as mutually agreed upon by the teacher and the administrative head during the last two weeks of the student-teacher training period. In cases of conflict, seniority shall prevail in the selection of days.

H. Pay Credit

The teacher or his or her designated beneficiary, or if there is no designated beneficiary then the estate of the teacher, who is separated from employment or dies during the school year shall receive the pay withheld up to the date of separation or death.

I. Traveling Teachers and Mileage

(1) All personnel covered by this Agreement who are authorized to use private automobiles for school business shall be reimbursed for miles traveled in connection with their duties as follows:

(2) The Mileage rate for reimbursement shall be the IRS rate. School Psychologists and Pupil Adjustment Counselors shall be given the option of receiving a yearly payment of \$600.00 as reimbursement for mileage and auto expenses or filling out monthly mileage statements and receiving full reimbursement for documented mileage. There shall be no cap on the number of miles allowed as long as they are documented.

The individuals who opt for the lump sum \$600.00 payment shall be reimbursed in addition to the \$600.00 for mileage outside the City of Boston.

(3) Lump sum payments will be made in June of each year. Psychologists and PAC's who may work part of a year will be reimbursed on a basis of 1/180 for each day worked.

(4) Out-of-city travel will be reimbursed at the applicable cents per mile specified in (b), plus any tolls, upon submission of a voucher and substantiating mileage log in June of each year.

(5) All traveling teachers shall be supplied with parking permits and will have equitable access to departmental supplies and inter-departmental supply lists.

(6) Placement and follow-up personnel in Cooperative Courses shall be considered "Traveling Teachers" for the purpose of this Section.

J. Severance Pay

Persons who retire, resign, or die after ten (10) years of teaching in the Boston School System shall be paid at the rate of 40% of accumulated, unused paid sick days, without limitation. Payment shall be based on 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.

Persons laid off by the Committee during this Agreement may resign prior to August 31 of the year following the layoff vote and collect severance pay, with forfeiture of recall rights and termination of any further unemployment compensation pay.

To the extent permitted by applicable law, severance shall be paid in two installments. One half of the payment shall be made on or before December 31 of the year of retirement; and the other half shall be paid on or before December 31 of the year after retirement.

K. 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.

L. Retirement Plan—State Boston Retirement System

Permanently appointed persons have a percentage of their sala-

ries deducted each pay day according to law. The amount you must contribute is as follows:

Eleven percent of your regular compensation if appointed on or after July 1, 2001;

Nine percent of your regular compensation if appointed on or after July 1, 1996;

Eight percent of your regular compensation if appointed on or after January 1, 1984;

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

Five percent if appointed prior to January 1, 1975.

In addition to the above, for all employees employed between January 1, 1979 and June 30, 2001, an additional 2% contribution is required on salary above \$30,000.

One must be under age sixty-five, upon entering service, to become a member. Special allowances are granted veterans and those disabled. Generous allowances are made to dependents of those who die on the job after two years of service. Teachers who enter Boston Service may make up ten years of out-of-state service by contributing to our fund.

Pensions are based on the average of one's three highest paid years of service, their total years of service, and their age. One cannot receive more than 80% of the average of their three (3) highest years.

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 years of service. One may not retire before age fifty-five without completing

twenty years of service. See <http://www.mass.gov/mtrb/> or <http://www.cityofboston.gov/retirement/> for more information.

Example: Superannuation - Option A

Group 1 member, at Mast column, retiring as of June 30, 1989, under the following conditions.

- (a) Age 65
- (b) 30 years of service
- (c) Average Salary 3 years prior to 6/30/89

1987	\$33,357
1988	35,960
1989	<u>38,200</u>
	\$107,517 / 3 = \$35,839

Retirement Allowance Computation

2.5% of 35,839 x 30 = \$26,879

(a) Veteran $\frac{300}{\$27,179}$

Please note that this is not the actual method by which the average salary is computed. This is a more simplistic method that will give a close approximation for estimate purposes. One cannot receive more than 80%.

M. Insurance

1. Health

The City's contribution to all group hospitalization insurance premiums shall be as follows:

A. Effective July 1, 2007 the City shall cease to offer Master Medical to bargaining unit members. On July 1, 2007 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%.

B. Effective September 1, 2007 the City's rate of contribution for all approved and authorized health maintenance organizations shall be 89%. The employee rate of contribution for

all approved and authorized health maintenance organizations shall be 11%.

C. Effective September 1, 2008 the City's rate of contribution for all approved and authorized health maintenance organizations shall be 88%. The employee's rate of contribution for all approved and authorized health maintenance organizations shall be 12%.

D. Effective September 1, 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%

E. Effective September 1, 2007 the City's rate of contribution for all approved and authorized point of service products shall be 84%. The employee's rate of contribution for all approved and authorized point of service products shall be 16%

F. Effective September 1, 2008 the City's rate of contribution for all approved and authorized point of service products shall be 83%. The employee's rate of contribution for all approved and authorized point of service products shall be 17%

G. Effective September 1, 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%.

H. Adoption of M.G.L. Chapter 32B
§ 18.

i. The Union agrees to support legislation that would allow Cities and Towns to adopt Section 18 and have the option of applying the provisions of Section 18 prospectively.

ii. In the event that the legislature takes no action on the above mentioned matter by June 30, 2008, the Union will support the adoption of Section 18, in its current form, by the Boston City Council.

iii. Upon adoption by the Boston City Council, the City will meet with the Union and bargain over the impact that the adoption will have on current

members upon their retirement. It is the intention of the parties to meet and bargain over the impact of the adoption of Section 18 during the contract period. In the event the impact of said adoption does not conclude during the contract period, the City reserves its right to maintain that the impact of Section 18 shall continue to be an impact bargaining issue. Likewise, the Union reserves its right to maintain that the impact of Section 18 should be addressed as part of successor bargaining. This agreement shall not be construed as an agreement by either party as to whether or not this matter must be subject to impact bargaining or successor bargaining. In the event that this matter does become subject to successor bargaining, the parties will address the matter separate and aside from other matters being negotiated at the main bargaining table. This subsection shall take effect on the effective date of the collective bargaining agreement that expires on August 31, 2007 and expire on August 31, 2010.

I. Re-opener

A re-opener shall take effect if the City of Boston voluntarily enters into an agreement with another City of Boston municipal union (excluding the Boston Water and Sewer Commission) that would have the City paying more than 85% of the HMO premium contribution (or 80% of the POS premium contribution) during any time between September 1, 2009 and August 31, 2010. This re-opener shall be restricted to the issue of what percentage the City will pay for its contribution to HMO and POS premium products.

This section shall take effect upon the effective date of the collective bargaining agreement covering the 2006 – 2007 school year and shall expire on August 31, 2010.

2. Life

The employer contribution to the life insurance

portion of the group insurance plan (\$5,000 policy) shall be 50% with a provision for teachers to purchase more life insurance at a low rate.

N. Career Awards

Career awards shall be paid as follows:

	Effective <u>9/1/03</u>	Effective <u>2/1/05</u>
After 1 year Group 1 maximum or upon reaching Group II:	\$ 900	\$1,250
After 14 years	\$1,600	\$1,950
After 19 years	\$2,000	\$2,350
After 24 years	\$2,200	\$2,550
After 29 years	\$3,200	\$3,550
After 34 years	\$3,700	\$4,050
After 39 years	\$4,200	\$4,550
After 44 years	\$4,700	\$5,050

All bargaining unit members not on the salary grid shall be eligible for their first career award after nine (9) years of service.

Teachers shall automatically receive career awards to which they are entitled. Effective July 1, 2004, retroactive career award payments shall not exceed three (3) years.

O. Health and Welfare Fund

The Committee and the Union have established a Trust Fund designated as "The Boston Teachers Union Health and Welfare Fund" to provide such benefits as are set forth in the Health and Welfare Fund Agreement heretofore executed between the parties and incorporated herein by this reference as if set out fully at this point except that the Health and Welfare Fund shall be administered solely by five (5) trustees appointed by the Union and three (3) appointed by the Committee.

The Union agrees to comply with the reporting and disclosure requirements contained in Article IV, Sections 4.7, 4.8, and 4.9 of the Agreement and Declaration of Trust for the Boston Teachers Union Health and Welfare Fund, dated December 23, 1968.

Any bargaining unit member for whom a contribution is made to the Health and Welfare Fund in any school year shall remain covered by the Fund for the duration of that school year so long as he/she

remains in the employ of the Committee in an acting position. No prorated credit shall be due the Committee for such employees. Should a bargaining unit member leave the bargaining unit for the balance of any school year and not remain in the employ of the Committee in an acting position, the Committee shall receive a prorated credit on the July payment to the Fund for those months of the school year beginning with the first full month after notice of service has been sent to and received by the Fund. Contributions to the Fund for employees granted provisional contracts shall be prospective, except pursuant to a grievance settlement or if required by a retroactive award ordered by an arbitrator.

Contributions shall be prorated for employees hired during the school year based on the number of months worked in relation to ten months. A month shall count as worked if any day in such month is worked.

The payment required annually on behalf of each person employed within the bargaining unit shall be made at the time required under the predecessor agreement in the following amount:

The annual contribution for Teachers and Paraprofessionals will increase by \$150.00 effective September 1, 2007. This amount will be added to the base contribution prior to application of the 3% general rate increase granted for the 2007-2008 school year.

	Blended		Last Rate	Blended		Last Rate
<u>9/1/06-8/31/07</u>	<u>9/1/07-8/31/08</u>	<u>9/1/08-8/31/09</u>	<u>8/31/09</u>	<u>9/1/09-8/31/09</u>	<u>8/31/09</u>	
1,126	1,315	1,361	1,368	1,415	1,423	

P. Compensation Obligations

The Committee shall not be obligated to compensate bargaining unit members for services delivered unless the Committee authorizes such activities.

Q. Leaves of Absence and Sick Leave

1. Leave for Union Officers

Not more than the aggregate of twelve (12) employees in the bargaining unit for teachers and paraprofessionals, who are officers of the Union or who are appointed to its staff shall upon proper application, be given leave of absence without pay during the school year 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 teaching staff for the period of such leave.

Provided also that for special purposes leaves without pay under the above conditions shall be granted from time to time for shorter periods than one year but not less than three months as requested by the Union for special study or research or similar relevant purposes to enhance the knowledge and competency of the Union in administering its responsibilities under this contract. All leaves under this short term stipulation would not exceed a total of twelve months per school year.

2. Leave for Personal Reasons

Teachers granted leave with pay shall be permitted to continue to establish creditable service towards retirement while on such leave.

3. Sick Leave

All members of the bargaining unit shall be granted an annual leave for fifteen (15) days without loss of pay, for absence caused by illness or by injury, or by exposure to contagious disease.

Sick leave may accumulate from year to year without limitation.

Each September, fifteen days of sick leave shall be added to the reserve of each person in actual service on or before October 1 of that school year.

A person appointed after October 1 of any school year shall be granted sick leave for that school year on the following basis:

- (a) A person appointed after October 1 but before January 1 shall be granted twelve (12) days sick leave for that school year.
- (b) A person appointed after January 1 but before April 1 shall be granted eight (8) days of sick leave for that school year.
- (c) A person appointed after April 1 shall be granted four (4) days leave for that school year.

When the record of repeated absence reflects a clear pattern of abuse, the building administrator shall warn the employee and subsequently may request a doctor's certificate.

Up to thirty (30) days of accumulated sick leave in each school year may be used for family illness or for adopting a child. Effective September 1, 2004, up to forty (40) days of accumulated sick leave in each school year may be used for adopting a child. Additional leave for these purposes is subject to the approval of the Director of the Office of Human Resources.

Permanent members of the bargaining unit who resign without obtaining severance pay shall have their prior accumulated sick leave restored upon returning to the bargaining unit and obtaining permanent status.

4. Absence Due to Injury in the Course of Employment

Persons injured in course of employment shall be granted leave in accordance with the provisions of this subsection, and such persons and substitute teachers will receive other Workmen's Compensation benefits as provided in General Laws, Chapter 152.

- (a) 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. Any absence due to an injury compensated under G.L. c.152 shall be counted as creditable service for purposes of determining an employee's career award entitlement, seniority and salary step advancement once the employee has returned to work, provided however, that additional personal days and sick leave days shall not accrue to employees during the period after the employee has been accepted and is receiving workers' compensation and until such employee returns to work. Nothing herein is intended to diminish or reduce any rights or employees pursuant to G.L. c.152.

(b) Notwithstanding the provisions of the foregoing paragraph, 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 payment 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 in this section shall be limited to forty-five calendar days after a bargaining unit member has been accepted and is receiving Workers' Compensation.

5. Personal Leaves and Miscellaneous Paid Leave

(a) *General*

Personal leave may be used for personal needs not otherwise provided for, such as to receive a college degree; to attend a veteran's convention; to attend the funeral of a cousin, friend or retired teacher; to attend the graduation of a member of immediate family, including niece and nephew; and to attend educational conventions.

Requests for personal leave other than in an emergency shall be submitted to the building administrator as early as possible prior to the day for which leave is requested. In no event will personal leave be granted during a school emergency.

Effective September 1, 2003, employees shall be entitled to use up to four (4) personal days per school year." Any

personal days not used in the year for which they are granted shall be added to the employee's sick leave entitlement for use in subsequent years.

(b) *Limit on Number of Persons Taking Leave at the Same Time*

Except at the discretion of the building administrator, not more than five (5) percent of the teachers in a building shall be eligible for personal leave on the same day.

(c) *Limit on Personal Days Before and After School Vacations*

No teacher may take a personal day on both the day immediately preceding and the day immediately following a school vacation, including the Thanksgiving recess.

(d) *Religious Holidays*

The Committee shall provide up to two (2) days without loss of pay or personal leave for observance of the Jewish Holy Days, Rosh Hashanah and Yom Kippur, and for observance of the Muslim religious holidays, Eidul-Fitr and Eidul-Adha.

The Committee shall also provide one day without loss of pay for Good Friday observance of the Eastern Orthodox Church. The Committee and the Union may, by mutual consent, reopen negotiations on the issue of religious observance at any time during the contract period.

(e) *Death in the Immediate Family*

In the event of a death in the immediate family, including mother-in-law or father-in-law or anyone residing in the same household with the teacher, up to five (5) days without loss of pay shall be provided. Days are consecutive school days immediately preceding, following or including the day of death. Holidays, vacations or suspended sessions shall be considered school days under this provision. One (1) day without loss of pay shall be provided for a niece, nephew, uncle, aunt, and in-law other than above.

Three (3) days without loss of pay shall be provided for the death of a grandchild or grandparent.

(f) *Court Leave*

The Boston School Department will provide release time without loss of pay for court appearances on school business, including cases involving job-related teacher assaults.

(g) *Union Convention Leave*

Up to 150 person-days per year without loss of pay for teachers and paraprofessionals will be provided for attending union conventions and conferences scheduled on teacher work days. Names of individuals to attend will be submitted to the Personnel Department ten (10) school days in advance of the leave. The BTU Health and Welfare Fund will reimburse the Department for its actual cost of substitutes filling in for persons on leave to attend a health and welfare-related conference or convention.

(h) *Maternity and Child Care Leave*

Any teacher who becomes pregnant shall give the Superintendent and her principal headmaster or immediate superior immediate notice of the pregnancy and the expected date of delivery.

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

Any teacher who is pregnant shall, upon request, be given a maternity leave of absence without pay; provided, that a teacher 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 thereof.

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

The pregnant teacher shall notify her principal, headmaster, or immediate superior no less than two weeks before her anticipated date of departure of the day she will leave.

The teacher, after delivery or if the pregnancy is of shorter duration than expected, may be permitted by the Superintendent to return to work at any time. She shall, however, be permitted to return to work upon notifying, in writing, no less than two weeks in advance of her return, the Superintendent and her principal, headmaster or immediate superior. The Superintendent may require the certificate or statement of a doctor that such teacher is in fit condition for service.

No maternity leave of absence combined with any sick leave for disability caused by pregnancy or childbirth and recovery thereof shall exceed eighteen months, except in accordance with the next paragraph.

If, before the expiration or termination of an absence under sick leave for disability caused by pregnancy or childbirth or recovery thereof, or a maternity leave of absence, a teacher 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.

A teacher who wishes leave without pay to care for his child after the mother will have recovered from pregnancy, must first have given the Superintendent and his headmaster, principal or director notification in writing, at least three months prior to the time he expects to be absent that he will take such leave and its expected duration. No less than two weeks before actual departure, he will notify the Superintendent and his headmaster, principal or director in writing of the day he will start the leave.

The teacher may be permitted to return to work before termination of his leave. He shall be permitted to return to work upon notification given two weeks in advance to the Superintendent and to his headmaster, principal or director. The teacher shall send the Superintendent a copy of the birth certificate within fifteen days of birth.

The duration of the leave, all of which is unpaid, shall not extend beyond eighteen months.

If, before expiration of the leave, the teacher learns that he is again to become a father, he may terminate the first leave of absence and arrange for a new one for a period up to eighteen months.

Teachers shall be credited for each day of sick leave for disability caused by pregnancy or childbirth and recovery thereof and of maternity leave of absence (days in which school is in session) up to forty (40) days of credit in each school year and; if teaching service and credited service totals at least one hundred twenty (120) days, shall be credited with one year's teaching experience for salary purposes.

Unpaid leave under this section shall be available for the purpose of adopting a child. Such leave will not exceed eight (8) weeks unless the child being adopted is less than twenty-four (24) months old, in which case no such leave shall exceed eighteen (18) months.

6. Military Leave of Absence

Military leave of absence, without pay, may be granted to a permanent teacher inducted into the armed forces for the required length of service, according to the terms of the Selective Services and Training Act of 1940, and subsequent amendments by Congress.

7. Organized Reserve Forces

Every person who is a member of a reserve component of the Armed Forces of the United States shall be granted, in accordance with Section 59 of Chapter 33 of the General Laws, leave of absence, without loss of pay, during the time of his annual tour of duty as a member of such reserve component; provided, however, that such leave shall not exceed seventeen (17) days.

8. Leave Deadlines

January 15 is the deadline for all of the following:

- (a) Application for leave of absence to commence at the beginning of the next teacher work year.

(b) Application for extension of leave of absence scheduled to expire at the beginning of the next teacher work year.

(c) Application to cut short a scheduled leave of absence and to return to work at the beginning of the next teacher work year.

The January 15 deadline will be waived in case of circumstances arising after January 15 and beyond the teacher's control (e.g., unexpected family illness).

(d) A teacher on leave of absence for more than six (6) months including leave under Section VIII(R)(5)(h) above, may not return during a school year except to fill a vacancy. For the purpose of this section, a vacancy includes a position held by a substitute teacher, per diem or long term, but not by a non-tenured teacher under contract.

(e) Failure to Respond to the January 15th Deadline:

Teachers on leave of absence who fail to notify the Office of Human Resources in writing postmarked by January 15th whether or not they will be returning from leave (or who fail to explain in writing why a definitive answer is not possible at that time) shall forfeit their attachment rights shall re-enter the system via the excess pool.

For those who respond by January 15th as to why they cannot make a decision at that time, they must send a response, postmarked no later than May 1st, as to whether or not they will return in September. If they fail to respond by May 1st, they shall forfeit their attachment rights, their excess pool rights, and shall be subject to reassignment by the Superintendent.

(f) The Boston Teachers Union's Role: The BTU, through its officers, shall advise and encourage its members to communicate with their principals and the Office of Human Resources prior to January 15th concerning their intention to retire or resign or to take, extended, or terminate a leave of absence.

(g) The School Department's Role: The Superintendent and the Office of Human Resources shall require that principals and headmasters post all vacancies at their schools in a timely manner.

R. Funding Clause

This Agreement is subject to the appropriation of sufficient funds to implement the cost items under M.G.L. Chapter 150E.

This Agreement shall be effective from September 1, 2006 through August 31, 2010, provided that it is ratified by both parties and that the City Council of the City of Boston votes a supplemental appropriation to the budget of the Boston School Department sufficient to fund the Agreement for the first year.

S. Direct Deposit

The Boston Public Schools shall work with the City of Boston to provide direct deposit services to members of the Boston Teachers Union.

T. Flexible Spending Plan/Cafeteria Plan

The School Department and the City shall cooperate with the Boston Teachers Union in setting up a task force to study Flexible Spending/Cafeteria Plans for tax free payments of medical, dental, and dependent care expenses. This task force shall be established no later than October 15, 1997.

U. Long Term Disability Insurance

The School Committee and the City shall cooperate with the Boston Teachers Union in setting up a task force to study the feasibility of providing reduced cost long term disability insurance and long term care insurance to bargaining unit members. The task force shall be established no later than December 15, 2000.