

Article IX

Collective Bargaining

A. Governing Philosophy

The parties believe the collective bargaining method is workable and competent and will add dignity and increase professionalism in the best sense to the joint effort of the Union and the Committee to reach agreement. In entering upon this responsibility, the parties declare their intention to cooperate fully in what must be the joint objective of both parties, the best education possible for Boston's children.

B. Fair Practices

1. Non-Discrimination

As sole collective bargaining agent, the Union will continue its policy of accepting into voluntary membership and will continue to represent equally all eligible persons in the unit without regard to race, color, creed, national origin, sex, marital status, sexual preference, age, or handicap.

The Committee agrees to continue its policy of not discriminating against any person on the basis of race, creed, color, national origin, sex, marital status, sexual preference, age, handicap, or participation in or association with the activities of any employee organization.

Nothing in this Agreement shall be interpreted as a barrier to affirmative action. The Union and the Committee shall cooperate in developing and implementing effective affirmative action in the areas of promotion, staff assignments, coaching positions, and all other paid and unpaid extra-curricular activities. Any affirmative action plan adopted by the Committee shall be negotiable as contemplated by law.

Both parties recognize the importance of diversity in the membership of their joint and individual committees and management structures and commit their best efforts to achieving and maintaining such diversity.

2. Protection of Individual and Group Rights

Nothing contained herein shall be construed to prevent the Committee, a member of the Committee or its designated representatives from meeting with any teacher for expression

of the teacher's views. In the area of collective bargaining, no changes or modifications shall be made except through consultation and negotiation with the Union.

Nothing contained herein shall be construed to permit an organization other than the Union to appear in an official capacity in the processing of a grievance.

Nothing contained herein shall be construed to prevent any person from informally discussing any dispute with his immediate superior or processing a grievance on his/her own behalf in accordance with the Grievance Procedure, heretofore set forth in Article VII.

C. Privileges

1. Allowed Time for Union Negotiations

(a) All collective bargaining shall be conducted at the level of the School Department.

(b) A committee of Union representatives shall meet at least once a month with the Superintendent of Schools for consultation on matters of educational programs and curriculum during the school year. Both parties shall submit items for the agenda. There shall be mutual effort to make these sessions meaningful and advantageous to the school system. Union representatives shall be excused from teaching duty for this purpose when held during school hours.

(c) Negotiations shall be scheduled at mutually agreeable times during and outside normal working hours. Up to four (4) members of the Union negotiating team shall be excused from duty with pay with provision for substitutes relief as necessary.

2. Payroll Deductions for Union Dues

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

3. Payroll Deductions for Agency Service Fee

(a) Pursuant to Chapter 903 of the Acts of 1977, effective

the first full month following ratification of this agreement, an agency service fee shall be deducted each month by the Collector-Treasurer of the City from the salary of each employee in the bargaining unit other than those paying dues pursuant to Section C(2) of this Article. Said service fee shall be a sum equal to the amount required to become a member and remain a member in good standing in the Union and shall be paid over promptly to the Treasurer of the Union on a monthly basis.

(b) The Union certifies that it has established a procedure required by law under which any employee so demanding may obtain a rebate of such part, if any, of an agency service payment representing a pro rata share of expenditures for political action.

(c) The Union agrees to indemnify the City for damages or other financial loss which the City may be required to pay or suffer by an administrative agency or Court of competent jurisdiction as a result of the City's compliance with Section C(3)(a) and (b) above.

4. Union Meetings Within Individual Schools

Union meetings may be held on school property by faculty members of individual schools provided there is no interference with any school activity.

School buildings will be available for the conduct of Union business outside of school hours subject to prior scheduling and in accordance with the present fee arrangements.

5. Bulletin Boards

At least one bulletin board shall be reserved at an accessible place in each school for the exclusive use of the Union for purposes of posting material dealing with proper and legitimate business of the Union. Notices must be signed by the Building Representative or his/her authorized representatives.

Sufficient bulletin board space shall be provided in an accessible place in the office of the Department of Health Services for the exclusive use of the Union for the purpose of posting material dealing with proper and legitimate business of the Union. Notices must be signed by the Building Representative or his or her authorized representative.

6. Grievance Time For Building Representative

The Union Building Representative in each High School and Middle School shall be allowed one administrative period per week for conferring with teachers on grievances or associated matters.

The Union building representative in each elementary school shall be allowed 45 minutes per week during administrative time for the purpose of conferring with teachers on grievances or associated matters.

7. Information to the Union

The Committee will make available to the Union all information necessary for the Union to perform its function in collective bargaining and contract administration and otherwise as collective bargaining agent.

8. C.O.P.E.

If at any time during the duration of this collective bargaining agreement the General Court adopts a bill allowing for a C.O.P.E. check-off for public employees, the School Department shall cooperate with the Union in establishing a voluntary C.O.P.E. check-off system in compliance with such legislation.

D. Responsibilities

1. No Union Activity on School Time

Except as provided herein the Union agrees that no teacher will engage in Union activity during the time he/she is assigned to teaching or other duties.

2. Authorized Union Representative

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.