

Memorandum of Agreement
Between
The School Committee of the City of Boston
And
Local Union No. 1952, Painters & Allied Trades
District Council No. 35

This Memorandum of Agreement (“Agreement”) is made this ___ day of November 2022 between the Boston School Committee and the Local Union No. 1952, Painters & Allied Trades, District Council No. 35 (“Union”). This agreement is conditional on and subject to 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 provision of the parties’ collective bargaining agreement in effect from September 1, 2017 through August 31, 2020 shall continue in full force and effect from September 1, 2020 through August 31, 2023.

Unless otherwise provided, the following are to become effective upon ratification by the Union and approval by the Boston School Committee.

1. **Article VI: Salaries and Rates of Pay:**

a. **Section 1:**

Wage Increases:

Year 1 (FY21): 2% (retroactive) effective 9/1/20

Year 2 (FY22): 2.5% (retroactive) effective 9/1/21

Year 3 (FY23): 2.5% (partially retroactive) effective 9/1/22

Retroactive pay shall not include employees who were terminated for cause.

- b. **Section 1B:** Delete existing FY10 lump sum language and amend to:
Bargaining unit members who were active during SY21-22 shall receive a one-time lump sum payment of \$1,000 for work performed during the COVID-19 pandemic.

2. **Article VII: Hours of Work:**

a. **Section 1** (Effective upon ratification):

- Revise to reflect normal work week of either Monday through Friday or Tuesday through Saturday, five (5) eight-hour days.
- Summer Hours:
 - Summer hours, which shall begin the first full week after the last day of school and stop sixteen (16) days prior to Labor Day, will be an eight-hour shift as follows:
 - First Shift:
 - 6:00am to 2:00pm, including ½ hour for lunch.

- Second Shift:
- 2:30pm to 10:30pm, including ½ for lunch.

b. Section 2:

- o Delete the word “Adjustable” from the title.
- o Revise to reflect normal work week of either Monday through Friday or Tuesday through Saturday. Alternate work weeks may be mutually agreed upon by the Parties.

3. **Article IX: Holidays:**

- Add Juneteenth as a holiday; Change Columbus Day to Indigenous Peoples’ Day.

4. **Article XI: Sick Leave:**

a. Section 1: Amend to:

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

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

5. **Article XXIII: Training and Physical Examinations:**

- Housekeeping: Update Article to correct number (XXXIII).

6. **Article XXXVI: Working Crews:**

- a. Paragraph “e”: Rates of pay effective 7/1/2023:
- o Increase Crew Member, Crew Chief, Crew Chief-in-Charge rate to \$45 dollars per hour.
 - o Increase rate for Drum Sanding rate to \$51 per hour.

7. **Appendix A: Stipend Buildings**

a. **Section “B3”**: Amend to:

All interviews will be conducted by the building School Leader and the Assistant Director of the Office of Facilities Management, or the Assistant Director’s designee, as long as they are not in a union position. A custodian cannot withdraw from the hiring process after they bid on a position.

Employees selected to work in challenging buildings will serve a six month probationary period, beginning on their first day assigned to their challenging building. A School Leader or Facilities Management may decide to end that employee’s assignment to their challenging building during this probationary period. If the District ends an employee’s assignment during this probationary period, the employee may elect to return to their previous assignment.

Madison Park shall interview from the five (5) most senior applicants to bid for the position.

b. **Section “C”**: Add fourth paragraph:

4. The McCormick, Irving, Lyndon, Gavin, Boston High (Quincy Upper), and O’Donnell schools shall have one Junior position converted to a Senior position.

**For Local Union No. 1952,
Painters & Allied Trades
District Council No. 35**

**For The School Committee of the City of
Boston, By its duly authorized negotiating
team:**

David Jelley,
President

Philip Preskenis,
Assistant Director of Facilities Management

Michael Lafferty
Local No. 1952 Business Rep.

Jeff Smith,
Labor Counsel

Mary Skipper,
Superintendent