

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, 2020 through August 31, 2023 shall continue in full force and effect from September 1, 2023 through August 31, 2026.

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:**

● Section 1:

Wage Increase:

Year 1 (FY24): 2.5% effective 9/1/23

Year 2 (FY25): 2% effective 9/1/24

Year 3 (FY26): 2% effective 9/1/25

2. **Article XI: Sick Leave:**

a. **Section 8:** Amend to:

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

Membership

In order to establish this program, there must be at least 100 Union bank members.

Must be Union members to participate. Members must have completed three (3) or more years of continuous service to be eligible to participate. Sick leave bank members must donate two (2) sick days for the first year, and thereafter, one (1) sick day annually during the enrollment period. Donation days will be deducted from an employee’s sick leave balance.

Eligibility

Only employees who have donated to the sick leave bank will be eligible to apply for sick leave bank time. Employees must have exhausted all accumulated sick leave and other paid time. The bank is for employees’ illness only and cannot be used for

illness of family members. All requests for sick leave bank grants must be submitted in writing, accompanied by medical certification. Individuals who have a disability plan and are receiving disability payments or who are receiving workers' compensation payments will be eligible for sick leave bank grants such that in combination with the sick leave bank payment the amount shall not exceed the individual's daily rate of pay. Individuals are eligible to receive up to thirty (30) days of sick leave time at one time and may request an additional thirty (30) days, for a maximum of sixty (60) days. Time granted and not used shall be donated to the sick bank.

Sick Leave Bank Oversight Committee

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

**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