

Collective Bargaining Agreement

between the

Boston Teachers Union
Local 66 AFT Massachusetts, AFT, AFL-CIO



and the

City on a Hill
Charter Public School
UNIT A

Effective July 1, 2022
through July 31, 2024

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PREAMBLE

This Agreement between the City on a Hill Charter Public School, hereinafter called “CoaH,” and the Boston Teachers Union, Local 66, AFTMA, AFT, AFL-CIO, hereinafter called the “Union,” has as its purpose for both parties:

- A. the establishment of harmonious relations, and;
- B. an increase in staff participation in the life and body of the School.

ARTICLE I **RECOGNITION**

This agreement (hereinafter, Agreement) has been entered into between the Boston Teachers Union, Local 66 AFT, AFTMA, AFL-CIO (hereinafter, Union) and City on a Hill Charter Public School (hereinafter, Employer) and shall apply to only those employees described in the Recognition provision of this Agreement. The Employer recognizes the Union as the sole and exclusive bargaining agent with respect to rates of pay, hours of work, or other conditions of employment for all employees employed at City on a Hill Charter Public School as follows::

- A. **Professional Unit:** Including all full-time and regular part-time classroom teachers, college and career counselors, assistant college and career counselors, mental health counselors, licensed mental health counselors, assistant mental health counselors, nurses, tutorial supervisors and deans employed by City on a Hill Charter Public School Circuit Street, but excluding tutors, paraprofessionals, operations managers, front office managers, building substitutes, facilities associates, custodian, fellows, principal, vice principal, directors and all managerial, confidential, casual and other employees.

ARTICLE II **DURATION**

This Agreement shall be effective from July 1, 2022 through June 30, 2024 and shall remain in full force and effect until a successor agreement has been reached between the Parties.

Collective bargaining for a successor agreement may be initiated by either party by written notice to the other party not more than 180 days prior to its expiration. If negotiations are not completed by June 30, 2024, the provisions of this Agreement will remain in full force and effect until a successor agreement is executed.

ARTICLE III **UNION RIGHTS**

- 1. **Access:** Any authorized Union representative (“Representative”) shall have the right of access to the Employer’s facilities. Any authorized union representative may access employee mailboxes and bulletin boards. Upon arriving on the work site, the Representative shall notify the administration of his/her arrival. Union Representatives shall not in any way interrupt or interfere with any employee’s duties or assignments or other educational obligation. The Representative may contact employees before and after employees’ hours of service or during lunch and duty free periods and may meet with employees during these times at the work site subject to the limitation described above.

2. **Membership Dues Check-off:**

- a. Upon receipt of a signed union authorization card of the employee involved, the Employer shall deduct from the employee's pay the dues payable by him or her to the Union provided for in said union membership authorization. The Union shall notify the Employer of any change in the rates of membership dues in writing each year. Any changes in rates will be processed by the employer consistent with payroll timelines.
- b. Deductions shall be made no later than the second pay cycle after receipt of the authorization and from each subsequent check unless revoked in accordance with law.
- c. Deductions provided in subsection (2)(a) of this article shall be remitted to the Union within ten (10) business days after the deduction was made. The Employer shall furnish the Union with a record of those for whom deductions have been made and the amounts of the deduction.
- d. The Union shall indemnify, defend, and hold the Employer harmless from any liability, loss, or expense arising out of any claim, suit, judgment, or attachment arising out of the application of this Article.
- e. In the event that an employee has not earned enough in a pay period to satisfy his or her dues obligation, the Union shall collect those union dues directly, and CoaH shall not be held responsible for collection of those union dues. CoaH will not make union dues deductions if said deduction will cause the employee's compensation to fall below the state or federal minimum wage.
- f. The Employer shall provide the Union with an updated list of employees when this Agreement is executed and on a monthly basis thereafter.

3. **Orientation and Communication:**

- a. **New Employees**
 - i. **Orientation.** The Employer shall provide the Union with an opportunity to meet with newly hired employees, without charge to the pay or leave time of the employees, for no more than sixty (60) minutes, within thirty (30) calendar days from the first day the employee is required to report to work, but after the completion of new employee orientations and/or all start of year employee orientations conducted prior to students returning to school. If the employer does not conduct new employee orientations, then the meetings shall take place after individual or group meetings.
 - ii. **New Employee Information.** Within ten (10) calendar days from the date of hire of bargaining unit employees, the employers shall provide the following contact information to the Union: name, job title, work telephone number, date of hire, and work email address.

- b. **Ongoing Information Sharing.** CoaH will make available to the Union all information required by law.
- c. **Use and Access of Premises and Systems**
 - i. **Email:** The Union shall have the right to use the email systems of CoaH to communicate with members regarding collective bargaining, the administration of collective bargaining agreements, the investigation of grievances, other workplace-related complaints and issues, and internal union matters involving the governance or business of the union. All Union communications must comply with applicable CoaH policies.
 - ii. **Bulletin Board:** The Union shall have the right to post notices of Union matters on designated union bulletin boards. The Employer shall provide a designated bulletin board at each work site. The Union agrees that no notices will be posted that contain profane or obscene material.
 - iii. **Mailboxes:** The Union shall be permitted to communicate with the employee through mailboxes and school email accounts.
 - iv. **Meetings:** The Employer shall permit the Union to use building facilities for meetings and for professional development workshops and to meet with its bargaining unit members. This shall be consistent with school-based procedures for space reservation. Meetings must take place during regular building hours. The parties agree that school-based programming shall take precedence over all other activities.

ARTICLE IV **MANAGEMENT RIGHTS**

- 1. Except to the extent expressly abridged by this Agreement, CoaH will not be limited in any way in the exercise of the functions of management and retain and reserve the right to exercise, all the powers, authority and prerogatives of management and CoaH will have the right to invoke these rights and make such changes in these items as CoaH may deem appropriate subject to any notice and bargaining obligations with the Union. The rights of CoaH shall include, but are not limited to, the following:
 - a. to direct and control all the operations and services of CoaH and its school; to determine the organization, location and the number of employees of CoaH and its school;
 - b. to hire, appoint and promote employees, including the determination of qualifications and requirements for the position or promotion;
 - c. to direct, train, supervise, and evaluate employees;
 - d. to schedule and conduct professional improvement/development programs for employees;
 - e. to develop, evaluate and determine the educational curriculum;

- f. to schedule and assign classes and courses, including the cancellation of same;
- g. to determine the level of student competency, placement, advancement and graduation readiness;
- h. to determine and change job descriptions;
- i. to determine class size;
- j. to determine employee classifications;
- k. to schedule, change and enforce work hours, including the setting or modification of the daily and yearly school and class schedule;
- l. to increase, diminish, change, integrate or discontinue operations in whole or in part;
- m. to transfer employees, including without limitation the choice of which employees will be transferred, the duration of such transfer(s) and where the employees will be transferred to;
- n. to assign, or reassign, duties and job tasks including the change of duties and job tasks from time to time;
- o. to assign a campus; including the change of campus from time to time;
- p. to discipline, suspend, discharge or demote employees;
- q. to use and employ non-bargaining unit CoaH employees, including managerial and supervisory employees, to perform bargaining unit work limited to coverage and two sections of a single course per non-bargaining unit employee;
- r. to layoff employees;
- s. to make, amend, and enforce rules, regulations, operating administrative and safety procedures from time to time as CoaH deems necessary;
- t. to determine the care, maintenance and operation of the equipment and property used for and on behalf of CoaH;
- u. to institute technological changes or to revise processes, systems or equipment;
- v. to alter, add to or eliminate existing methods, equipment, facilities or programs;
- w. to determine whether goods should be leased, contracted or purchased.

ARTICLE V
DISCHARGE AND DISCIPLINE

1. **Appointment and Renewal**

Bargaining unit members are appointed on an annual basis for the first three (3) years of employment. Notice of renewal or non-renewal shall be provided by April 15. Non-renewals occurring prior to the beginning of an employee's fourth consecutive school year shall be at the discretion of CoaH, and shall not be subjected to the grievance and arbitration process. For the purposes of this section, "consecutive school year" shall include only those years in which service in the professional bargaining unit totals one-hundred thirty-one (131) days.

If an employee changes jobs within the bargaining unit after the three-year period, the employee shall be appointed on an annual basis for the following three years. Non-renewals occurring prior to the beginning of the employee's fourth consecutive school year in the new role shall be at the discretion of CoaH, and shall not be subjected to the grievance and arbitration process. If such an employee is non-renewed prior to their fourth consecutive school year in the new position, they may return to the position that they previously held if a vacant position is available. If the person returns to their previous position prior to the beginning of the fourth consecutive school year, the employee shall be credited earned years of experience. If there is no vacancy, they shall be placed on a recall list in accordance with Article IX (Layoff and Recall).

2. **Just Cause**

No employee who has completed a one-hundred fifty (150) calendar day probationary period, calculated from the first day the employee is required to report to work, shall be disciplined or discharged by the Employer except for just cause.

Performance-related issues shall be addressed in accordance with Article VIII (Evaluations).

The President of the Union or designee will be given a copy of any written discipline imposed upon a bargaining unit member within twenty-four (24) hours of such discipline.

3. **Progressive Discipline**

The concepts of "progressive discipline" and the prohibition of disparate treatment by an administrator are to be applicable.

4. **Discipline Procedure**

- a. The Employee or the Union may use the grievance procedure to appeal discharge or discipline. Entry shall be at Step 2 for discharge or suspension without pay. The employee or the Union must notify the administration of their intent to grieve within thirty (30) working days of receipt of the notice to suspend or discharge. Failure to provide written notice of intent to appeal within the designated time frame waives the right to appeal the action.
- b. Only the union may appeal a written reprimand, suspension without pay or discharge through the arbitration procedures in the contract.

- c. Disciplinary actions shall not be taken without first holding a conference with the employee to investigate the facts of the incident, prior to which the employee shall be given notice of the specific charges upon which the employer is basing its proposed discipline and at which the employee is entitled to union representation. Before suspending or discharging an employee, a notice of intent shall be given to the employee. The administration will meet with the employee to discuss the action being contemplated and the basis for it, will provide the employee with any documentary evidence, subject to the redaction of student names and identifying information, and will give the employee an opportunity to respond.
- d. If an Employee is placed on leave during the course of an investigation into a disciplinary matter, the Employee shall continue to be compensated at their regular rate for the duration of the leave, unless indicted.
- e. When imposing discipline, or offering constructive criticism, confidentiality shall be maintained except as required by law.
- f. An employee shall receive at least two (2) work days' notice prior to disciplinary or investigative conference, unless waived by the employee. The notice shall include the time of meeting, the location, and the purpose. The employee has the right to be accompanied by a Representative of the Union.
- g. Employees shall receive a copy of all documents placed in their personnel file.
- h. Employees shall be permitted to submit a rebuttal to any disciplinary action. That rebuttal shall be attached to the letter of disciplinary action and shall be placed in all personnel files containing the disciplinary action.
- i. No recording devices shall be used by either the employer, the Union or the employee without the expressed consent of all present parties.
- j. No employee shall be publicly reprimanded.

ARTICLE VI

DISPUTE RESOLUTION

1. **Definition of a Grievance:** A grievance refers to a complaint that there has been a violation, misinterpretation, or inequitable application of any of the provisions of this agreement. Any matter related to an accommodation of an employee in accordance with the Americans with Disabilities Act shall not be subject to this grievance procedure.
2. **Representation:** The employee may be represented at all levels of a grievance by a Union representative. The grievant may also represent him/herself before the level of arbitration, provided the union is allowed to be present at the grievance hearings.
3. **Hearings:** Hearings and meetings shall be scheduled by the Employer at mutually agreeable times and locations.

4. **Effect of Time Limits:** If a grievance is not processed by the grievant or the Union at any step in accordance with the time limits of this Article, it shall be deemed withdrawn. If the Employer fails to respond within the time limits, the employee or the Union may move the grievance to the next step of the procedure. The time limits set forth in this Article may be extended by written mutual agreement of the parties, and in no event shall such agreement constitute practice or precedent for any other matter.
5. **Informal Process:** Prior to filing a formal grievance the employee and the Union are encouraged to make an effort to resolve the problem through an informal conference with the Principal or designee.
6. **Formal Process:** A grievance may be initiated by an employee or by the Union.

- a. **Step One:** The grievance shall be reduced to writing within thirty (30) calendar days after the grievant knew or should reasonably have known of the alleged violation of the Agreement giving rise to the grievance signed by the grievant and delivered to Human Resources on forms mutually agreed upon by the parties, exclusive of the informal process referred to in section E.

Within ten (10) working days after receipt of the grievance, Human Resources shall meet and confer with the grievant and the employee representative in an effort to resolve the grievance. Human Resources shall indicate the disposition of the grievance in writing within ten (10) working days after such meeting and shall furnish a copy thereof to the grievant and the Representative.

- b. **Step Two:** If the grievant is not satisfied with the disposition of the grievance, she/he or the Union may, within ten (10) working days after receiving the decision of the Principal, appeal the grievance to the Executive Officer and this appeal shall be in writing.

Within ten (10) working days after receipt of the appeal, the Executive Director or his/ her designee shall investigate the grievance, meet with and confer with the grievant and representative and render his or her decision in writing. A copy of this decision shall be delivered to the grievant and the representative.

No employee shall lose any salary or benefits due to their participation in a hearing.

In the event that a grievance affects more than one employee, the Union may file a grievance at a Step II on behalf of itself or all affected employees.

- c. **Mediation:** At this point, the parties may jointly agree to request mediation services from DLR, FMCS or a private mediator prior to arbitration.
- d. **Arbitration:**
 - i. If the Union is not satisfied with the decision at Step 2 and mediation is not opted for or is unsuccessful, the Union may submit the grievance to arbitration by written notice to the Executive Director within twenty-

five (25) working days of receipt of the written disposition of the Step 2 hearing, or the end of the mediation process. If the Employer fails to respond within the time limits, the Union may also submit the grievance to arbitration. The date of mailing, emailing, fax or hand delivery shall constitute the date of filing under this Article.

- ii. Requests for arbitration must be directed to the American Arbitration Association (AAA) with a copy to the Executive Director. The voluntary labor arbitration rules of the AAA shall apply to the proceeding.
- iii. Grievants and bargaining unit witnesses shall be released, after proper notice to the administrator, shall be released without loss of pay for their attendance at the arbitration. If the grievance involves a class of grievants, no more than two (2) representative grievants at any tie shall be released without loss of pay. Witnesses will only be released for the period of their testimony.
- iv. The arbitrator shall be without authority to add to, subtract from or modify the terms of this Agreement, and may only determine such issues as may be properly submitted to him or her by the parties. The arbitrator's decision shall not be contrary to state or federal law.
- v. The decision of the arbitrator shall be final and binding upon the parties to the extent permitted by law.
- vi. The cost for the Arbitration shall be shared equally by the Parties. Each side shall be responsible for its own attorneys' fees and costs.

No incident that occurred or failed to occur prior to the effective date of the initial Collective Bargaining Agreement between the parties shall be the subject of any grievance.

7. **Reprisals:** There shall be no reprisals against any employee for utilizing the grievance procedure or for assisting a grievant pursuant to this Article.

ARTICLE VII

LAYOFF AND RECALL

1. Layoff

a. Definition of a Layoff

Layoff is the separation of an employee because of reorganization, restructuring, a change in programming or course offerings, for lack of work or funds as determined by the Employer, without fault or delinquency on the employee's part.

b. Layoff Procedure

- i. The Employer agrees to provide the Union with a list of names of the employees being laid off and such notice shall be sent at the same time that it is issued to the employees so affected. If an employee is provided less than thirty (30) calendar days' written notice of layoff during a school year, he or she must receive pay and benefits for thirty (30) days.
- ii. In the case of employees being laid off the following school year, CoaH will notify the union and the affected employees in writing of its intent to lay off by no later than June 15 prior to the beginning of the academic year in which the layoff is to be effective. Nothing in this paragraph shall preclude CoaH from implementing layoffs after June 15 if the need for such layoffs is not established by June 15.
- iii. For the purposes of layoff and recall, the concept of "seniority" shall be defined as years of service in the school, including one year of service as a Fellow at City on a Hill School.
- iv. Employees shall be laid off in accordance with seniority by department and job title. For purposes of this provision only, the designation of "lead" shall not be considered a "job title" change.
- v. An employee who changes jobs within the bargaining unit in accordance with Article V(1) (Discharge and Discipline), shall be credited for all years of service with the school after the completion of his/her third year in the changed job. If an employee, who has changed jobs, is laid off, the employee shall have the right to return to his/her previous job if there is a vacant position. If a vacant position is not available, then the employee shall be placed on the recall list for both positions in accordance with section 2 (Recall Procedure) below.

2. Recall Procedure

- a. Employees will be recalled to a subject area/program for which they hold licensure in reverse order of layoff when a vacancy occurs.
- b. Each employee on layoff shall be required to provide the human resources department in writing with a current home address and personal email to both of which a letter of recall will be sent.

- c. If a recall opportunity exists in the school, a letter shall be mailed to the employee to the home address and email he/she provided, certified mail, with return receipt requested.
- d. An employee offered a recall opportunity must notify the Employer in writing of his/her decision within eight (8) business days of receipt of the Employer's offer via certified mail.
- e. An employee who has been laid off shall maintain recall rights for twelve (12) months from the date of layoff or until he/she refuses a recall opportunity within the school, fails to respond to a recall letter, submits a resignation, or accepts employment in another school or district, whichever occurs first.

ARTICLE VIII

PROTECTION OF EMPLOYEES

- 1. No employee shall be required to restrain a student unless they have first received training from certified instructors in appropriate methods of restraint and are so designated by the school. An employee shall not be disciplined or reprimanded for actions taken while searching or restraining a student if they have been directed by a supervisor to conduct those activities or for actions taken while breaking up a fight, if such actions are in accordance with the policies and procedures on which the employee was trained. Policies and procedures regarding restraints and fights shall be in writing and distributed to employees at the beginning of each school year. An employee may act reasonably to protect her/himself or the safety of students without fear of disciplinary action.
- 2. All employees shall be covered by Workers' Compensation Insurance. In the event of an accident, the employee shall immediately notify the campus administration. Administration shall provide all proper forms for filing a workers' compensation claim. Once approved by Workers' Compensation coverage, any employee leave time used shall be reinstated and no employee shall suffer loss of sick time for any time out due to such a workplace accident. An employee may choose to use her/his accumulated sick and vacation leave to supplement Workers' Compensation up to one hundred percent (100%) of the employees' salary.
- 3. The Employer will reimburse employees for the reasonable cost of any personal property that is damaged or destroyed as the result of an assault while the employee is acting in the discharge of his duties within the scope of his employment. The Employer may subrogate the claim if the employee is covered by another insurance policy.

ARTICLE IX

SALARY

This Agreement reflects the ongoing commitment of the parties to provide competitive salaries for Bargaining Unit Members.

1. Salary Schedules

- a. The salary schedules listed in Appendix A shall apply to Bargaining Unit Members employed at the School on August 1, 2022 and/or thereafter.
 - **August 1, 2022** : 3% raise to the salary scale.
\$500 added to the base
\$1,500.00 one time (non-base) bonus for returning members from previous SY (minus standard deductions)
 - **August 1, 2023**: 2% raise to the salary scale.
The raise will be 3% (if enrollment is between 240-249) retroactive to August 1, 2023 payable in payroll following certification of SIMS
\$2,500.00 one time (non-base) bonus for returning members from previous SY (minus standard deductions)
- b. Teachers who were employed at CoaH on August 1, 2019, and whose salary was higher than it would be if they were on the grid, shall be placed at the salary rate listed on the separate grids in a side letter.
- c. Newly hired teachers shall be placed by the Employer in the salary step of the applicable salary schedule in Appendix A reflecting their years of experience with the Employer and their years of comparable experience with previous employer(s) in accordance with the experience key (see Appendix A) up to ten (10) years. In its sole discretion, the Employer may choose to place a new hire up to two steps higher on the applicable grid than their experience merits to ensure that the employer is able to fill high-need roles. Whether a role will be deemed high-need is determined in the Employer's sole discretion. A year of service for purposes of this provision shall be a year in which the employee worked one hundred thirty-one (131) days. No employee at the time of ratification of the first contract may be placed initially on a step which would provide a lower salary than he or she was earning at the time of ratification.
- d. Employees who have worked one hundred twenty (120) days in a school year will advance a step on the salary schedule, to the maximum, each August following their hiring.
- e. Employees shall advance to a higher salary lane when they provide evidence that they have met the degree and college credits required pursuant to this Agreement. Upon providing such evidence to the Employer, the employee's pay shall be increased from the date the employee provided evidence to the employer that the qualifications were met.
- f. Employees shall be placed by the Employer in the salary lane of the applicable salary schedule reflecting their academic credentials.

- g. New bargaining unit members shall not be hired at a salary exceeding the salary received by employees with the same experience and academic credentials, except as provided for in subsection c above for high-need roles.

2. **Payment of Salary**

- a. Employees shall be paid on a semi-monthly basis on the 15th and the last day of the month. In the event that a regularly scheduled payday falls on a weekend or holiday, employees will receive pay on the last business day before the regularly scheduled payday.
- b. Employees on the school calendar who sever employment at the end of a school year shall continue to receive pay and benefits through the end of the final regular pay period in July.

3. **Lead Teachers**

Lead Teachers shall be paid a differential of \$3,000 annually.

4. **Stipended Positions**

All stipended positions shall be posted for at least two (2) weeks and shall be available, but not limited, to all members of the bargaining unit. Prior to engaging in stipended work, employees who engage in stipended work shall be provided with written documentation signed by both parties that outlines responsibilities and compensation.

Club advisors are paid according to the following schedule. With prior approval of the administration, if more than one person performs a role, compensation shall be split equitably. Prior to the commencement of the work, the administration shall approve how the duties and commensurate compensation shall be split.

The rate of pay for stipends not listed below shall be established annually by the CEO. Should the CEO create new stipended roles, a list, including a description of duties and the rate of pay, shall be submitted to the union for review. If requested by either the union or the CEO, the parties shall meet to negotiate the rate of pay. The CEO retains the right to discontinue any stipended roles that are no longer required.

a. **Stipend Amounts**

Athletic Director	\$3,000
Athletic Coach.....	\$3,000 per sport team, may be split between multiple coaches (e.g., head coach and assistant coach or two coaches, etc.)
Homelessness Liaison	\$1,000
504/RTI Coordinator	\$ 625
GSA Advisor	\$ 500
NHS Advisor	\$ 500
Student Government.....	\$ 500
Prom Committee.....	\$ 250
Yearbook Advisor	\$ 250
Other club.....	\$ 250
DC Trip Coordinator.....	\$ 500

b. **Advisory**

Teachers assigned as advisors will be given 2 additional days off (“Advisory Day”), one to be used before January 1 and another after January 1. These days do not carry over from fall semester to spring semester, or year to year. An Advisory Day must be approved in advance by the principal.

CoaH will not assign a teacher to a 9th grade advisory in consecutive academic years.

5. **Special Projects**

Special projects are intended to compensate CoaH employees for completion of unanticipated tasks/projects that fall outside their contracted role. Special projects will be paid at a rate of \$40/hour via payroll. Prior to engaging in special project work, employees who engage in special project work shall be provided with written documentation signed by both parties that outlines responsibilities and compensation. Employers will be required to submit a timesheet to their principal/supervisor and obtain signature approval before any amount will be paid out. Employees must use the special projects compensation form to receive payment. The Contractual Hourly Rate shall be \$40.00 per hour effective August 1, 2020.

6. **Saturday School**

“Saturday School” shall refer to learning time that takes place on a Saturday that does not count toward CoaH’s one hundred eighty (180) day requirement. Saturday School shall be compensated at a rate of \$40.00 per hour. No employee may be required to work Saturday School. However, if there are not enough volunteers, the employer may staff with non-bargaining unit members.

7. **Recruiting Incentive Pool**

In order to ensure that CoaH is able to recruit for high-need roles and reduce the burden of coverage on all staff, the employer may offer a one-time recruiting incentive of up to \$2,500 to new to CoaH bargaining unit members. Whether funds from the incentive pool are awarded, in what amount, and on what schedule are subject to the sole discretion of the Employer. The award of funds from the incentive pool would not change placement on any applicable salary grid and have no impact on future salary calculations.

ARTICLE X
BENEFITS

All benefits are subject to the terms of the applicable benefit plan documents and summary plan descriptions. Employee benefits shall be provided in accordance with M.G.L. 32B.

1. Health and Dental Insurance

Plan Design
HMO or PPO [In-Network Benefits]

<u>Type of Service</u>	<u>Copayment</u>
Routine Checkups.....	\$0
PCP Office Visits	\$15
Specialists Office Visits	\$15
Emergency Room	\$50
Outpatient Surgical	\$250
Inpatient Hospitalization	\$250
Retail (30-day) Prescription Drug.....	Tier 1 \$10, Tier 2 \$30, Tier 3 \$50
Mail-Order (90-day) Prescription Drug	Tier 1 \$20, Tier 2 \$60, Tier 3 \$150
Out of Pocket Maximum.....	\$6,600 Individual / \$13,200 Family

\The Employer shall offer the following individual and family insurance plans to all bargaining unit members who work twenty (20) hours per week or more as follows:

Contribution Rates (Individual and Family Plans) Medical and Dental

<u>Plan</u>	<u>Employee</u>	<u>School</u>
Full Network	25%	75%
Focus Network	20%	80%
PPO	30%	70%
Dental Insurance	50%	50%

Miscellaneous

Benefits selected by the employee must remain in force through the contract year and may not be canceled or changed until the next open enrollment period unless the employee has a qualifying event as defined by the Internal Revenue Service regulations.

Employees shall notify the Employer in writing of the selection of benefits or any change in benefits during the open enrollment period. The Employer shall provide all employees with a benefits selection form during open enrollment. An employee who fails to enroll either during their initial enrollment period or the open enrollment period shall forfeit benefits coverage until the next open enrollment period or experiences a qualifying event as defined by the Internal Revenue Service regulations.

2. **Short and Long Term Disability Insurance**

The Employer will provide the following short and long term disability and life/accidental death and dismemberment plan and EAP at no cost to the employee for all bargaining unit members working twenty (20) hours or more per week upon date of hire as follows:

Short Term Disability	60% of basic weekly earnings up to \$1,000 per week
Long Term Disability	60% of basic weekly earnings up to \$5,000 per month
AD&D Insurance	One year basic earnings up to \$50,000
Employee Assistance Program	

3. **Flexible Spending Accounts**

The School will offer Healthcare and Dependent Care Flexible Spending Accounts and Transportation Flexible Spending Accounts to all bargaining unit members working twenty (20) hours or more per week upon date of hire as follows:

FSA Healthcare	IRS limit
FSA Dependent	IRS limit
FSA Transportation	IRS limit

4. **Pension**

Eligible bargaining unit members are covered by the Mass. Teachers Retirement System as determined by the MTRS law and regulation.

5. **403(b) Plan**

The Employer will offer a 403(b) Retirement Savings Plan to all eligible bargaining unit members working twenty (20) hours or more per week upon date of hire as follows:

Employee pays one hundred percent (100%) with contribution up to \$18,000 or current IRS limit.

6. **Voluntary Supplemental Benefits**

The School will offer voluntary supplemental insurance (100% employee paid) to all bargaining unit members working twenty (20) hours or more per week upon date of hire.

ARTICLE XI
DUTY HOURS AND WORK YEAR

1. Work Year Calendar

The scheduled work year shall follow CoaH calendar. No extension of the work year shall be permitted by adding to the number of workdays by altering holidays or vacation periods unless expressly provided for under the terms of this agreement. The work year shall consist of one hundred ninety-one (191) work days (one hundred ninety-six (196) days for newly hired employees), and shall include: all one hundred eighty (180) days students are in school including any emergency or snow closure make-up days, the five (5) workdays immediately before the start of the school year for returning teachers; the five (5) workdays immediately before the start of school and five (5) other workdays before the start of school for new CoaH teachers; the three (3) workdays immediately after the last day of school for students for all teachers, along with four (4) professional development days scheduled throughout the school year, which is inclusive of two (2) One CoaH days.

Paid Holidays and Vacations during the School Year:

1. The Friday before Labor Day and Labor Day
2. Indigenous People's Day (Columbus Day)
3. Veterans' Day
4. The Wednesday before Thanksgiving, Thanksgiving Day, and the Friday after Thanksgiving Day
5. Eight to ten school days around the Christmas to New Year holiday
6. MLK Day
7. The week including Presidents' Day
8. The week including Patriots' Day
9. Good Friday
10. Memorial Day
11. Juneteenth

2. Work Day

- a. The workday shall be eight hours inclusive of lunch Monday-Friday. Staff may depart school twenty (20) minutes after student release time on Monday-Thursdays on days they are not required to attend a faculty meeting, grade level meeting, academic committee, parent meeting, or IEP that could not be scheduled during the regular school day.
- b. Employees may be required to remain at school up to, but not exceed, four times per year for an additional three (3) hours (twelve (12) total hours) in the evening for parent conference meetings. In weeks with parent conferences, employees' workday shall end one hour and forty-five minutes earlier than usual on the next Friday that is a workday. Additionally, on one of the final workdays of the year, when no students are in attendance and teachers have family conferences, the workday may be adjusted to start later to offset teachers being asked to stay later for family conferences within the same workday length.

Notwithstanding the foregoing, college counselors who have approved college counseling events outside of the regular school day will be credited the time worked during the event. Upon approval of their principal, the college counselor will be permitted to take the credited time within two (2) weeks of the event.

- c. All employees shall receive a twenty-five (25) minute duty free lunch.

3. **Scheduling Committee**

There shall be an advisory joint labor-management scheduling committee established to work collaboratively on the schedule. At least three (3) members of the bargaining unit, selected by the faculty, shall serve on the committee. Any meetings of this committee outside of the contractual work day and year shall be voluntary.

4. **Scheduled Teaching Time**

Teachers may not be scheduled for more than one thousand three hundred and thirty (1,330) teaching minutes weekly. Every effort shall be made to schedule all teachers for two academic periods daily without teaching duties. Teachers shall be scheduled for at least two hundred and eighty (280) minutes of self- directed non-teaching “prep” time weekly, with at least forty (40) minutes each day.

5. **Coverage Compensation**

When a teacher, dean, college counselor, nurse, or mental health counselor is asked to provide substitute teacher coverage, they shall be compensated for that coverage at a rate of \$40 per period or \$20 per advisory period.

Coverage compensation shall be paid only for teaching a class. The following activities will not qualify for instructional/class coverage compensation:

- a. Proctoring
- b. Special Education (IEP/504) meetings
- c. Meetings with parents/guardians/families

6. **Administrative Duties**

During the regularly scheduled workday, employees may be scheduled to perform up to one hundred twenty

(120) minutes of administrative duty per week, with no more than sixty (60) minutes per day, without additional compensation. Administrative duties can be any of the following:

- Breakfast
- Lunch
- Arrival duty
- Hall monitoring duty

7. **School Calendar and Year-Round Employees**

Employees will be placed on either the school calendar or the year-round calendar.

School calendar employees shall work the work year outlined in subsection 1 of this Article. Year-round employees include all school based employees except for operations team members and deans.

Year-round employees shall work the work year outlined in subsection 1 of this Article, and shall also work the remainder of the workdays in June, July, and August. Year-round employees include deans.

8. **Religious Observance Day**

There shall be two (2) religious observance days; employees must provide two (2) weeks advance notice; request will not be unreasonably withheld.

ARTICLE XII
LEAVES AND ABSENCES

1. **Sick/PTO Leave**

- a. All bargaining unit members in years one through three (1-3) will be assigned seven (7) sick/ PTO days at the beginning of each contracted year. All bargaining unit members in years four and up will be assigned ten (10) sick/PTO days at the beginning of each contract year. All bargaining unit members, regardless of number of years of service, may roll over a maximum of five (5) sick/PTO days to the following year. All bargaining unit members may bank up to fifteen (15) sick/PTO days, in addition to the allotted sick/PTO days for the current school year. Sick/ PTO time may be used in one hour increments.

Existing employees in years 1-3 of service as of the ratification of this agreement will be grandfathered in with ten (10) sick days and shall be allowed to roll over and accrue as described in the preceding paragraph.

- b. Employees are expected to follow their school's procedure to report an absence as soon as practical but no later than 6:30 a.m. to report an absence. If an employee anticipates an absence of several days, based on medical documentation, they may notify the school one time. Employees may be required to provide documentation to support absences of longer than three (3) days. Management reserves the right to request medical documentation in instances where it perceives a potential pattern of abuse of sick day use.
- c. If a bargaining unit member in year 1-3 of employment with CoaH uses more than two (2) sick/PTO days during the month of May or during the month of June, CoaH reserves the right to request appropriate medical documentation. (Ex: Employee takes three (3) sick/PTO days in May, CoaH may request appropriate medical documentation for the third day. Employee then takes three (3) sick/PTO days in June, CoaH may again request appropriate medical documentation for the third day.)

If a member uses a sick/PTO day on a designated Black Diamond day, CoaH reserves the right to request appropriate medical documentation to support the absence. Black diamond days shall include the first two (2) weeks of school, the day immediately preceding or following a school vacation day, the week before midterms, the week before finals, state site visit days, major testing days (e.g., MCAS), and professional development days (including One CoaH days). CoaH may, in its sole discretion, approve one up to two (2) absence per school year on a Black Diamond Day."

2. **Bereavement Leave**

- a. Bereavement leave is available for full-time CoaH employees. If an employee suffers the loss of an immediate family member, the employee will be entitled to bereavement pay for up to five (5) consecutive days. The employee is expected to notify their supervisor as soon as possible of the reason for and expected length of the employee's absence. For the purposes of this paragraph, "immediate family member" means the employee's mother, father, husband, wife, partner, son, daughter, brother or sister; grandparent; in-law, adopted, or step relative in the same relationship.

The employee will be entitled to bereavement pay for up to three (3) consecutive days for the death of an employee's former spouse or former father or mother-in-law. It further includes any family member residing in the home of the employee.

- b. Employees may use sick leave to attend the funeral of a relative not listed as immediate family, or of a personal friend.

3. **Parental Leave**

- a. Every full-time employee who is expecting or adopting a child will be granted an eight (8) week parental leave in accordance with M.G.L. c. 149, sec. 105D. If an employee also qualifies for leave under the Family Medical Leave Act (FMLA), the parental leave will run concurrently with the FMLA, where applicable. Employees may use accrued paid time off towards the unpaid portion of the parental/FMLA leave of absence.
- b. The school will continue to provide an employee with health insurance benefits at the same level of coverage during their parental/FMLA leave period.
- c. At least two (2) weeks prior to the end of the employee's planned parental/FMLA leave, the employee must re-notify Human Resources of their intent to return to work.
- d. The school will pay for four (4) weeks of the parental leave without using accrued paid time off.

4. **FMLA Leave**

The Employer will comply with all provisions of the Family and Medical Leave Act ("FMLA") as applicable. Employees taking FMLA leave will be required to use, while on FMLA leave, all accrued and paid leave to the extent allowed by law, and such accrued and paid leave shall run concurrently with the employee's FMLA leave. In calculating the 12-month period within which an eligible employee may take FMLA leave, the Employer applies a rolling 12-month period, measured backward from the time the employee takes FMLA leave.

5. **Small Necessities Leave Act**

The Employer will comply with all provisions of the Small Necessities Leave Act ("SNLA") as applicable. Any leave taken under SNLA will be unpaid unless the employee wishes to use vacation or personal time.

6. **Jury Duty**

CoaH shall compensate employees for the first three (3) days of jury duty and shall otherwise comply with state and federal law. The employee must submit acceptable verification of jury duty service to Human Resources and Operations in order to receive any benefits. Additionally, the employee must notify HR and Operations as soon as practical of jury duty obligations.

7. **Military Leave**

Employees will be granted leave for active military service in accordance with all applicable state and federal laws. CoaH will pay the difference between a full-time employee's regular pay and his/her military pay for a period of two (2) weeks. In order to be eligible for this payment, the employee must furnish CoaH the Certificate of Service from the commanding officer upon request. Time in military service is regarded as the same as time worked for CoaH with respect to all seniority-related benefits.

8. **Paid Family Medical Leave**

Beginning October 1, 2019, CoaH agrees to bear the full cost of compliance with the Massachusetts Paid Family Medical Act Leave law, M.G.L. c. 175M as it pertains to all employees represented by the Union.

ARTICLE XIII
HOLIDAYS AND VACATIONS

1. **Year Round Employee Vacation Time**

Employees will be placed on either the school calendar or the year-round calendar.

Year-round employees shall follow the school vacation calendar during the school year and shall receive additional vacation time as follows:

Years 1-4: ten (10) days (80 hours)
Years 5-7: twelve (12) days (96 hours)
Years 8+: fourteen (14) days (112 hours)

Vacation time is to be used with the approval of the employee's manager. Employees may roll over up to five (5) vacation days into the next fiscal year. A year-round employee who wishes to work during school year vacation days (for example, during February break) may do so, with the approval of the manager. In the event this occurs, the employee will be credited vacation time for days worked during school vacation day(s) to be used at a later time with the approval of the manager. Under no circumstances may an employee be required to work during school year vacation periods.

2. **Holidays**

Year-round calendar employees shall have the holidays with pay, along with school vacation weeks and any other days school is closed for students: Labor Day, Indigenous People's (Columbus) Day, Veterans Day, Thanksgiving Day and the days before and after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King, Jr. Day, President's Day, Good Friday, Patriot's Day, Memorial Day, Juneteenth, Independence Day.

ARTICLE XIV
WORKPLACE CONDITIONS

1. **Workplace Conditions**

a. **Staff Break Room**

Each worksite shall have a staff break room that is not used for storage or administrative meetings.

b. **Staff Lap Top Access**

All employees will be issued a CoaH laptop by the fiscal year following the execution of the first CBA. Use and maintenance shall be subject to a “Technology Use” policy (to be developed by subcommittee.)

c. **Counselor and Nurse Work Space**

Counselors and nurses shall have access to an adequate and appropriate workplace that ensures confidentiality that is consistent with professional responsibilities.

2. **Workplace Safety**

a. **Safety Drills**

Each worksite shall hold both fire and lockdown drills at least once during each school year.

b. **First Aid Kits**

Each classroom shall be equipped with an adequate safety/first aid kit.

ARTICLE XV
JOB DESCRIPTIONS

All employees shall be provided with a job description. Job descriptions shall be updated periodically. Updates shall be negotiated with the Union.

ARTICLE XVI

WORKLOAD

Workload Limits

1. Special Education

Caseloads will be determined and distributed collaboratively with learning network teachers and the Director of Specialized Services school begins or as soon as practical based on the school's receipt of IEPs/504 plans. A follow-up meeting will be held within the first month of school and the group may advise the administration on revising the caseload based on student needs. The administration will at all times remain the final decision maker on allocation of workload.

2. College Counseling

When events are scheduled after school, such as FAFSA information sessions, parent nights, etc., college counselors shall be able to report to work two (2) hours later than usual on a day to be determined by the principal within ten (10) school days of the event taking place.

3. ESL

Caseloads will be determined and distributed collaboratively among ESL teachers before school begins or as soon as practical based on the school's receipt of ESL evaluation information. A follow-up meeting will be held within the first month of school and the ESL teachers may advise the administration on revising the caseload based on student needs. The administration will at all times remain the final decision maker on allocation of workload.

4. Mental Health Counselors

- a. Mental Health Counselors shall not be required to hold suspension hearings for students, staff the dean's office, staff detention, or call home for disciplinary issues. However, Mental Health Counselors will continue to be required to participate in upholding the behavioral expectations of the school.
- b. Counselors shall not be required to pay for their own liability insurance.

5. Deans

Deans shall be employed at a ratio of no more than 1:150 or fraction thereof.

ARTICLE XVII
PERSONNEL RECORDS

1. CoaH shall maintain a current personnel record for every employee.
2. All information in employees' personnel records will be treated as highly confidential and will be available only to those CoaH administrators with a need or right to know the information, provided that this shall not be construed to impair or limit the Union's right to information pursuant to M.G.L. Chapter 150E. No employee's personnel records will be shared with any third party except with the prior authorization of the employee or if required by law.

Employees have the right to review their complete personnel record within five (5) business days of making a request to do so. Employees have a right, without cost, to copies of any materials contained in their personnel record.

3. The Employer shall notify an employee and provide a copy of any information placed in the employee's personnel record that has been used or may be used, to negatively affect the employee's qualification for employment, promotion, transfer, additional compensation or the possibility that the employee will be subject to disciplinary action. This shall include any substantiated parent or student complaint that results in discipline or is relied upon in the employee's performance evaluation, provided that the names and identifying information of the student, the student's parent and the names and identifying information of any other student witnesses referenced in the complaint may be redacted.
4. Employees have the right to request the removal or correction of information in their personnel record which is inaccurate or with which they disagree and/or to submit a written response to any such information, which shall become and remain a part of the record as long as the disputed information remains in the record. An employee's non-exercise of this right shall not be construed as agreement with any such information in the employee's personnel record.

ARTICLE XVIII
EVALUATION

Employees will be evaluated using the CoaH Faculty and Staff Evaluation and Professional Development Handbook (2017-2018), which is incorporated herein by reference.

ARTICLE XIX
PEER ASSISTANCE

The Employer and the Union recognize that instructional services should be delivered by capable and motivated staff accorded the respect and professional treatment to which they are entitled. Toward that end, the Employer and the Union have agreed to support peer assistance, and the parties agree to negotiate over a Peer Assistance program.

ARTICLE XX
SHARED DECISION MAKING

1. **Consultation**

Consistent with CoaH's mission, the parties agree that the effective operation of CoaH includes respectful communication between the Union and the Employer. In an effort to maintain a relationship that is harmonious and non-adversarial, the parties will schedule meetings from September through June as requested by either party, but not to exceed more than one time per month.

The participants in the meeting shall include, but not be limited to, the Principal and school-based representatives from the Union. The purpose of consultation shall be to discuss matters of Employer policy, and questions relating to the implementation of this contract in an attempt to resolve general workplace issues amicably.

2. **All Staff Meeting**

One time per month, each school shall have a staff meeting open to all staff members. This meeting may take place during the regularly scheduled work day after 3:30 pm. This meeting shall not take the place of professional development. The purpose of this meeting is for all staff members to have a dedicated time to participate in the life and body of the school. Up to four co-chairs, elected from the bargaining unit by the members of the bargaining unit, shall set the agenda and lead these meetings.

3. **Academic Committee**

The Academic Committee shall consist of the Lead Teachers, College Counselors, one special education teacher, one English Language Learner teacher and the administration. The Academic Committee shall meet monthly and advise the administration on academic issues.

ARTICLE XX
REIMBURSEMENT

1. **Mileage**

Employees who use their own vehicle for approved City on a Hill School business during the work day shall be reimbursed for mileage at the current federal mileage rate. Employees will be reimbursed monthly after submission of a mileage log.

2. **Travel Expenses**

Subject to prior approval of the Executive Officer, bargaining unit members traveling out of town for City on a Hill School business shall be reimbursed for receipted expenses.

ARTICLE XXII

SUBCONTRACTING

CoaH may subcontract for the services of substitute teachers, nurses, and dual enrollment courses and except as described below.

For the term of this contract, CoaH commits to the following: CoaH will employ no less than 1.0 FTE mental health counselor. Should CoaH, in its sole discretion, determine that it needs additional mental health counseling capacity, it may subcontract that work. On an emergency or temporary basis, CoaH may subcontract all mental health work until such time as CoaH is able to hire a mental health counselor.

If CoaH is not able to fill a teacher vacancy by two weeks before the first day of classes for a semester, CoaH may, on an emergency or temporary basis, transition some or all of that teacher's course load to a subcontracted option for the balance of the semester. CoaH will continue to post and recruit teacher(s) for the open position, regardless of whether the course has been subcontracted.

ARTICLE XXIII

PROFESSIONAL DEVELOPMENT

The parties to this Agreement recognize that in order for CoaH to maintain its organizational vigor and best serve its students it is necessary to develop a systematic, ongoing program of professional growth and development.

The parties further recognize that the professional development of CoaH faculty is both a personal and institutional responsibility of employees, the Union, and the Employer.

1. Professional Development Committee

The parties commit to jointly plan in-service programs that will further professional development of individual members and advance the mission of CoaH.

Not later than thirty (30) days following the commencement of each school year the Union and the Employer will appoint not more than three (3) representatives each to a committee whose responsibilities shall be to develop professional development activities for that school year. At the end of each school year, that committee shall also develop PD activities for the beginning of the following school year. If the committee fails to agree, the final decision shall be made by the Chief Schools Officer.

Not later than thirty (30) days following the execution of this Agreement the parties will meet to define the scope of the professional development program as it relates to the above objectives.

The parties will work together to foster partnerships with institutions of higher education to provide resources for the development of City on a Hill School and its employees.

2. External Professional Development

Employees who wish to attend off-site professional development related to their professional roles shall be allowed to do so at the discretion of their principal. Such professional development shall be without loss of pay or personal time.

Conferences or professional development opportunities which an employee is requested to attend by the employer shall be fully funded.

An employee enrolled in a college class approved by the Chief Schools Officer shall be permitted to leave campus as early as 3:30 p.m. for up to two nights each week, during the college semester. The employee shall provide the Employer with proof of enrollment. The employee shall not in any way be penalized for this time nor shall they be required to make up this release time.

3. **Professional Development Fund**

CoaH shall make available a fund of no less than \$2,000 and will be administered following a process which shall be published and distributed to all teachers by the first workday of each school year for employees to attend professional development. The application shall include criteria for approval. Employees may apply to this fund via an application process and award recipients and remaining funds will be publicized upon distribution. This fund is separate and distinct from CoaH's overall professional development and shall only be available to individual employees or groups of employees for approved PD opportunities.

ARTICLE XXIV
NON-DISCRIMINATION

CoaH and the Union agree that they will not discriminate against any bargaining unit member because of race, color, religion, national origin, sex, age (as defined by law), pregnancy, gender identity, sexual orientation (as defined by law), disability, military or veteran's status, genetic information, or union activity or non-union activity.

ARTICLE XXV
STABILITY OF AGREEMENT

1. No alteration, amendment or variation of the terms of this Agreement will bind the parties to this Agreement unless made and executed in writing by the parties.
2. The failure of CoaH or the Union to insist on any one or more incidents, or upon performance of any of the terms or conditions of the Agreement, will not be considered as a waiver or relinquishment of the right of CoaH or the Union to future performance of any such terms or conditions, and the obligations of CoaH and the Union to such future performance will continue in full force and effect.

ARTICLE XXVI
SAVINGS CLAUSE

If any Article, section or provision of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article, section or provision should be restrained by such tribunal, the remainder of this Agreement will not be affected and will remain in full force and effect, and any substitute action shall be subject to appropriate consultation and negotiation with the Union.

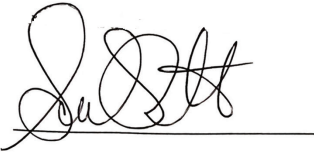
ARTICLE XXVII
STUDENT EMERGENCIES

Escorting of Students in Emergency Situations: Staff that are required to escort a student during an emergency situation to a hospital or facility shall be reimbursed for time beyond normal contract hours at the facility at the rate of \$75 an hour. Staff shall also be reimbursed for transportation back to the school or their home, whichever is preferable to the staff.

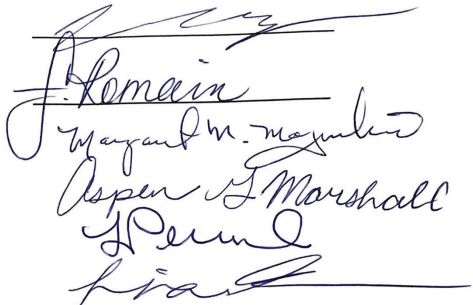
IN WITNESS WHEREOF, the parties hereto set their hands and seals on this June 27, 2022.

For the City on a Hill School

For the Boston Teachers Union

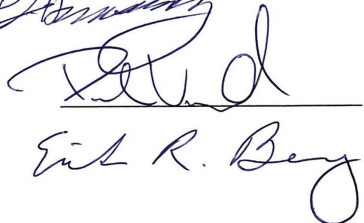


Date: 6-29-22



J. Romain
Wendy M. Maguire
Aspen J. Marshall
Deena
Kia

Date: 6/27/22



Eric R. Berg



6/27/22

APPENDIX A

Teachers & College Counselors (Effective August 1, 2022)

	Years of Experience		Bachelors	Masters	Two Masters or Doctorate
Min	Max	Step			
0	Less than 1	Step 1	50,264	52,909	54,498
1	Less than 2	Step 2	51,756	54,481	56,117
2	Less than 3	Step 3	53,293	56,100	57,785
3	Less than 4	Step 4	54,876	57,768	59,503
4	Less than 5	Step 5	56,508	59,486	61,272
5	Less than 6	Step 6	58,188	61,254	63,095
6	Less than 7	Step 7	59,917	63,077	64,972
7	Less than 8	Step 8	61,700	64,954	66,907
8	Less than 9	Step 9	63,535	66,887	68,899
9	Less than 10	Step 10	65,425	68,879	70,950
10	Less than 11	Step 11	67,373	70,929	73,063
11	Less than 12	Step 12	69,379	73,041	75,239
12	Less than 13	Step 13	71,444	75,217	77,481
13	Less than 14	Step 14	73,573	77,459	79,790
14	Less than 15	Step 15	75,764	79,767	82,169
15	Less than 16	Step 16	78,022	82,145	84,618
16	Less than 17	Step 17	80,347	84,593	87,141
17	Less than 18	Step 18	82,741	87,116	89,739
18	Less than 19	Step 19	85,208	89,713	92,416
19	Less than 20	Step 20	87,749	92,390	95,174

Dean Salary Schedule (Effective August 1, 2022)

	Years of Experience		Bachelors	Masters	Two Masters or Doctorate
Min	Max	Step			
0	Less than 1	Step 1	55,239	57,885	59,473
1	Less than 2	Step 2	56,880	59,606	61,241
2	Less than 3	Step 3	58,571	61,378	63,062
3	Less than 4	Step 4	60,313	63,204	64,939
4	Less than 5	Step 5	62,106	65,085	66,872
5	Less than 6	Step 6	63,954	67,022	68,863
6	Less than 7	Step 7	65,857	69,017	70,914
7	Less than 8	Step 8	67,817	71,072	73,025
8	Less than 9	Step 9	69,837	73,189	75,200
9	Less than 10	Step 10	71,917	75,369	77,441
10	Less than 11	Step 11	74,059	77,615	79,749
11	Less than 12	Step 12	76,265	79,928	82,126
12	Less than 13	Step 13	78,538	82,311	84,574
13	Less than 14	Step 14	80,879	84,764	87,096
14	Less than 15	Step 15	83,289	87,291	89,693
15	Less than 16	Step 16	85,772	89,895	92,369
16	Less than 17	Step 17	88,330	92,576	95,125
17	Less than 18	Step 18	90,964	95,338	97,962
18	Less than 19	Step 19	93,678	98,183	100,886
19	Less than 20	Step 20	96,473	101,113	103,897

Nurse Salary Schedule (Effective August 1, 2022)

Years of Experience*			Licensed RN
Min	Max	Step	
0	Less than 1	Step 1	70,375
1	Less than 2	Step 2	72,471
2	Less than 3	Step 3	74,630
3	Less than 4	Step 4	76,853
4	Less than 5	Step 5	79,143
5	Less than 6	Step 6	81,502
6	Less than 7	Step 7	83,932

Licensed Mental Health Counselor Salary Schedule (Effective August 1, 2022)

Years of Experience			Masters & Licensed	Two Masters or Doctorate
Min	Max	Step		
0	Less than 1	Step 1	55,556	57,143
1	Less than 2	Step 2	57,207	58,842
2	Less than 3	Step 3	58,908	60,593
3	Less than 4	Step 4	60,660	62,394
4	Less than 5	Step 5	62,464	64,251
5	Less than 6	Step 6	64,322	66,163
6	Less than 7	Step 7	66,236	68,133
7	Less than 8	Step 8	68,208	70,161
8	Less than 9	Step 9	70,239	72,250
9	Less than 10	Step 10	72,331	74,403
10	Less than 11	Step 11	74,486	76,619
11	Less than 12	Step 12	76,705	78,902
12	Less than 13	Step 13	78,991	81,254
13	Less than 14	Step 14	81,344	83,676
14	Less than 15	Step 15	83,770	86,170
15	Less than 16	Step 16	86,267	88,740
16	Less than 17	Step 17	88,840	91,388
17	Less than 18	Step 18	91,490	94,114
18	Less than 19	Step 19	94,218	96,921
19	Less than 20	Step 20	97,029	99,814

Teachers & College Counselors (Effective August 1, 2023)

	Years of Experience		Bachelors	Masters	Two Masters or Doctorate
Min	Max	Step			
0	Less than 1	Step 1	\$51,269.34	\$53,967.66	\$55,587.94
1	Less than 2	Step 2	\$52,791.03	\$55,570.79	\$57,239.29
2	Less than 3	Step 3	\$54,358.80	\$57,222.14	\$58,941.02
3	Less than 4	Step 4	\$55,973.72	\$58,923.87	\$60,693.10
4	Less than 5	Step 5	\$57,637.94	\$60,675.95	\$62,497.70
5	Less than 6	Step 6	\$59,351.44	\$62,479.48	\$64,356.94
6	Less than 7	Step 7	\$61,115.31	\$64,338.72	\$66,271.91
7	Less than 8	Step 8	\$62,933.84	\$66,252.62	\$68,244.75
8	Less than 9	Step 9	\$64,805.94	\$68,224.39	\$70,276.52
9	Less than 10	Step 10	\$66,733.78	\$70,256.16	\$72,369.39
10	Less than 11	Step 11	\$68,720.54	\$72,347.95	\$74,524.39
11	Less than 12	Step 12	\$70,766.25	\$74,501.89	\$76,743.71
12	Less than 13	Step 13	\$72,873.04	\$76,721.20	\$79,030.53
13	Less than 14	Step 14	\$75,044.12	\$79,008.02	\$81,385.92
14	Less than 15	Step 15	\$77,279.51	\$81,362.35	\$83,812.05
15	Less than 16	Step 16	\$79,582.40	\$83,787.41	\$86,309.98
16	Less than 17	Step 17	\$81,953.88	\$86,285.34	\$88,883.99
17	Less than 18	Step 18	\$84,396.09	\$88,858.28	\$91,534.10
18	Less than 19	Step 19	\$86,912.23	\$91,507.30	\$94,264.56
19	Less than 20	Step 20	\$89,504.46	\$94,237.77	\$97,077.54

Dean Salary Schedule (Effective August 1, 2023)

	Years of Experience		Bachelors	Masters	Two Masters or Doctorate
Min	Max	Step			
0	Less than 1	Step 1	56,343	59,043	60,662
1	Less than 2	Step 2	58,017	60,798	62,466
2	Less than 3	Step 3	59,743	62,606	64,323
3	Less than 4	Step 4	61,519	64,468	66,238
4	Less than 5	Step 5	63,349	66,387	68,209
5	Less than 6	Step 6	65,234	68,363	70,240
6	Less than 7	Step 7	67,174	70,398	72,332
7	Less than 8	Step 8	69,174	72,494	74,486
8	Less than 9	Step 9	71,233	74,653	76,704
9	Less than 10	Step 10	73,355	76,877	78,990
10	Less than 11	Step 11	75,540	79,168	81,344
11	Less than 12	Step 12	77,791	81,526	83,768
12	Less than 13	Step 13	80,109	83,957	86,265
13	Less than 14	Step 14	82,496	86,459	88,838
14	Less than 15	Step 15	84,954	89,037	91,487
15	Less than 16	Step 16	87,488	91,693	94,216
16	Less than 17	Step 17	90,097	94,427	97,027
17	Less than 18	Step 18	92,784	97,245	99,922
18	Less than 19	Step 19	95,552	100,147	102,904
19	Less than 20	Step 20	98,402	103,135	105,975

Nurse Salary Schedule (Effective August 1, 2023)

	Years of Experience*		Licensed RN
Min	Max	Step	
0	Less than 1	Step 1	71,782
1	Less than 2	Step 2	73,920
2	Less than 3	Step 3	76,122
3	Less than 4	Step 4	78,390
4	Less than 5	Step 5	80,726
5	Less than 6	Step 6	83,132
6	Less than 7	Step 7	85,610

Licensed Mental Health Counselor Salary Schedule (Effective August 1, 2023)

Years of Experience			Masters & Licensed	Two Masters or Doctorate
Min	Max	Step		
0	Less than 1	Step 1	56,667	58,286
1	Less than 2	Step 2	58,352	60,019
2	Less than 3	Step 3	60,087	61,804
3	Less than 4	Step 4	61,873	63,642
4	Less than 5	Step 5	63,713	65,536
5	Less than 6	Step 6	65,609	67,486
6	Less than 7	Step 7	67,561	69,495
7	Less than 8	Step 8	69,572	71,565
8	Less than 9	Step 9	71,644	73,695
9	Less than 10	Step 10	73,777	75,891
10	Less than 11	Step 11	75,975	78,152
11	Less than 12	Step 12	78,239	80,480
12	Less than 13	Step 13	80,570	82,879
13	Less than 14	Step 14	82,971	85,350
14	Less than 15	Step 15	85,445	87,894
15	Less than 16	Step 16	87,992	90,515
16	Less than 17	Step 17	90,617	93,215
17	Less than 18	Step 18	93,319	95,996
18	Less than 19	Step 19	96,102	98,860
19	Less than 20	Step 20	98,970	101,810

Teachers & College Counselors (Effective August 1, 2023 with enrollment numbers)

	Years of Experience		Bachelors	Masters	Two Masters or Doctorate
Min	Max	Step			
0	Less than 1	Step 1	51,772	54,497	56,133
1	Less than 2	Step 2	53,309	56,116	57,800
2	Less than 3	Step 3	54,892	57,783	59,519
3	Less than 4	Step 4	56,522	59,502	61,288
4	Less than 5	Step 5	58,203	61,271	63,110
5	Less than 6	Step 6	59,933	63,092	64,988
6	Less than 7	Step 7	61,714	64,969	66,922
7	Less than 8	Step 8	63,552	66,902	68,914
8	Less than 9	Step 9	65,441	68,893	70,966
9	Less than 10	Step 10	67,388	70,945	73,079
10	Less than 11	Step 11	69,394	73,057	75,255
11	Less than 12	Step 12	71,460	75,232	77,496
12	Less than 13	Step 13	73,587	77,473	79,805
13	Less than 14	Step 14	75,780	79,783	82,184
14	Less than 15	Step 15	78,037	82,160	84,634
15	Less than 16	Step 16	80,363	84,609	87,156
16	Less than 17	Step 17	82,757	87,131	89,755
17	Less than 18	Step 18	85,223	89,729	92,431
18	Less than 19	Step 19	87,764	92,404	95,189
19	Less than 20	Step 20	90,382	95,162	98,029

Dean Salary Schedule (Effective August 1, 2023 with enrollment numbers)

	Years of Experience		Bachelors	Masters	Two Masters or Doctorate
Min	Max	Step			
0	Less than 1	Step 1	56,896	59,622	61,257
1	Less than 2	Step 2	58,586	61,394	63,078
2	Less than 3	Step 3	60,328	63,220	64,954
3	Less than 4	Step 4	62,122	65,100	66,887
4	Less than 5	Step 5	63,970	67,037	68,878
5	Less than 6	Step 6	65,873	69,033	70,929
6	Less than 7	Step 7	67,833	71,088	73,041
7	Less than 8	Step 8	69,852	73,204	75,216
8	Less than 9	Step 9	71,932	75,385	77,456
9	Less than 10	Step 10	74,074	77,630	79,764
10	Less than 11	Step 11	76,281	79,944	82,142
11	Less than 12	Step 12	78,553	82,326	84,589
12	Less than 13	Step 13	80,894	84,790	87,111
13	Less than 14	Step 14	83,305	87,307	89,709
14	Less than 15	Step 15	85,787	89,910	92,384
15	Less than 16	Step 16	88,345	92,592	95,140
16	Less than 17	Step 17	90,980	95,353	97,978
17	Less than 18	Step 18	93,693	98,198	100,901
18	Less than 19	Step 19	96,488	101,128	103,913
19	Less than 20	Step 20	99,367	104,146	107,014

Nurse Salary Schedule (Effective August 1, 2023 with enrollment numbers)

Years of Experience*			Licensed RN
Min	Max	Step	
0	Less than 1	Step 1	72,486
1	Less than 2	Step 2	74,645
2	Less than 3	Step 3	76,868
3	Less than 4	Step 4	79,158
4	Less than 5	Step 5	81,517
5	Less than 6	Step 6	83,947
6	Less than 7	Step 7	86,450

**Licensed Mental Health Counselor Salary Schedule
(Effective August 1, 2023 with enrollment numbers)**

Years of Experience			Masters & Licensed	Two Masters or Doctorate
Min	Max	Step		
0	Less than 1	Step 1	57,223	58,858
1	Less than 2	Step 2	58,924	60,607
2	Less than 3	Step 3	60,676	62,410
3	Less than 4	Step 4	62,480	64,266
4	Less than 5	Step 5	64,338	66,178
5	Less than 6	Step 6	66,252	68,148
6	Less than 7	Step 7	68,223	70,177
7	Less than 8	Step 8	70,255	72,266
8	Less than 9	Step 9	72,346	74,417
9	Less than 10	Step 10	74,501	76,635
10	Less than 11	Step 11	76,720	78,918
11	Less than 12	Step 12	79,006	81,269
12	Less than 13	Step 13	81,360	83,691
13	Less than 14	Step 14	83,784	86,187
14	Less than 15	Step 15	86,283	88,756
15	Less than 16	Step 16	88,855	91,402
16	Less than 17	Step 17	91,505	94,129
17	Less than 18	Step 18	94,234	96,937
18	Less than 19	Step 19	97,045	99,829
19	Less than 20	Step 20	99,940	102,808

APPENDIX B

EXPERIENCE KEY

Teacher Experience Key

Type of Experience	Credit
Lead teaching in K-12	Yes
Teaching Fellow, teaching resident, associate teacher	1 Year credit if program is the same or comparable in scope to the CoaH Fellows Program, as determined by CoaH.
College level instruction	Yes, if mirror classroom teaching
ESOL in US or abroad	Yes, if in K-12 school; not if at learning center or to adults
Peace Corps	No
Part-time teaching	No
Pre-school	No
Long term sub	Yes, if full year assignment in comparable subject matter
Comparable non-teaching work experience per MGL Ch. 177	Yes, up to five (5) years at the discretion of CoaH
Assistant teacher	No
Para or aide	No
Tutoring, student teaching	No
Summer teaching	No

Dean Experience Key

Type of Experience	Credit
Dean	Full
Lead teaching in K-12	Full
Teaching Fellow, teaching resident, associate teacher	1.0 only at COAH; no credit elsewhere
College level instruction	Full if mirror classroom teaching
ESOL in US or abroad	If in K-12 school; not if at learning center or to adults
Peace Corps	No
Part-time teaching	No
Pre-school	No
Long term sub	No
Non-teaching relevant experience	No
Assistant teacher	No
Para or aide	No
Tutoring, student teaching	No
Summer teaching	No

Nurse Experience Key

Type of Experience	Credit
Experience as a licensed RN or higher (e.g., nurse practitioner). Part time work will be credited on a pro-rated FTE basis.	Full

Mental Health Counselor Experience Key

Type of Experience	Credit
Mental Health Counseling	Full

Collective Bargaining Agreement

between the

Boston Teachers Union
Local 66 AFT Massachusetts, AFT, AFL-CIO



and the

City on a Hill
Charter Public School
UNIT B

Effective July 1, 2022
through July 31, 2024

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PREAMBLE

This Agreement between the City on a Hill Charter Public School, hereinafter called “CoaH,” and the Boston Teachers Union, Local 66, AFTMA, AFT, AFL-CIO, hereinafter called the “Union,” has as its purpose for both parties:

- a. the establishment of harmonious relations, and;
- b. an increase in staff participation in the life and body of the School.

ARTICLE I **RECOGNITION**

This agreement (hereinafter, Agreement) has been entered into between the Boston Teachers Union, Local 66 AFT, AFTMA, AFL-CIO (hereinafter, Union) and City on a Hill Charter Public School (hereinafter, Employer) and shall apply to only those employees described in the Recognition provision of this Agreement. The Employer recognizes the Union as the sole and exclusive bargaining agent with respect to rates of pay, hours of work, or other conditions of employment for all employees employed at City on a Hill Charter Public School as follows:

Unit B: Including all full-time and regular part-time tutors, paraprofessionals, operations managers, front office managers building substitutes, facilities associates, custodian. This contract shall exclude classroom teachers, college and career counselors, nurses, special education supervisors, tutorial supervisors and deans, fellows, principal, vice principal, directors and all managerial, confidential, casual and other employees employed by City on a Hill Public Charter School.

ARTICLE II **DURATION**

This Agreement shall be effective from July 1, 2022 through June 30, 2024 and shall remain in full force and effect until a successor agreement has been reached between the Parties.

Collective bargaining for a successor agreement may be initiated by either party by written notice to the other party not more than 180 days prior to its expiration. If negotiations are not completed by June 30, 2024, the provisions of this Agreement will remain in full force and effect until a successor agreement is executed.

ARTICLE III **UNION RIGHTS**

1. **Access:** Any authorized Union representative (“Representative”) shall have the right of access to the Employer’s facilities. Any authorized union representative may access employee mailboxes and bulletin boards. Upon arriving on the work site, the Representative shall notify the administration of his/her arrival. Union Representatives shall not in any way interrupt or interfere with any employee’s duties or assignments or other educational obligation. The Representative may contact employees before and after employees’ hours of service or during lunch and other breaks/free periods and may meet with employees during these times at the work site subject to the limitation described above.

2. Membership Dues Check-off:

- A. Upon receipt of a signed union authorization card of the employee involved, the Employer shall deduct from the employee's pay the dues payable by him or her to the Union provided for in said union membership authorization. The Union shall notify the Employer of any change in the rates of membership dues in writing each year. Any changes in rates will be processed by the employer consistent with payroll timelines.
- B. Deductions shall be made no later than the second pay cycle after receipt of the authorization and from each subsequent check unless revoked in accordance with law.
- C. Deductions provided in Section (A) shall be remitted to the Union within ten (10) business days after the deduction was made. The Employer shall furnish the Union with a record of those for whom deductions have been made and the amounts of the deduction.
- D. The Union shall indemnify, defend, and hold the Employer harmless from any liability, loss, or expense arising out of any claim, suit, judgment, or attachment arising out of the application of this Article.
- E. In the event that an employee has not earned enough in a pay period to satisfy his or her dues obligation, the Union shall collect those union dues directly, and CoaH shall not be held responsible for collection of those union dues. CoaH will not make union dues deductions if said deduction will cause the employee's compensation to fall below the state or federal minimum wage.
- F. The Employer shall provide the Union with an updated list of employees when this Agreement is executed and on a monthly basis thereafter.

3. Orientation and Communication:

A. New Employees

- 1. **Orientation** The Employer shall provide the Union with an opportunity to meet with newly hired employees, without charge to the pay or leave time of the employees, for no more than 60 minutes, within 30 calendar days from the first day the employee is required to report to work. If the employer does not conduct new employee orientations, then the meetings shall take place after individual or group meetings.
- 2. **New Employee Information.** Within 10 calendar days from the date of hire of bargaining unit employees, the employers shall provide the following contact information to the Union: name, job title, work telephone number, date of hire, and work email address.

- B. CoaH will make available to the Union all information required by law.

C. Use and Access to Premise

- 1. The Union shall have the right to use the email systems of CoaH to communicate with members regarding collective bargaining, the administration of collective bargaining agreements, the investigation of grievances, other workplace-related complaints and issues, and internal union matters involving the governance or business of the union. All

Union communications must comply with applicable CoaH policies.

2. **Bulletin Board:** The Union shall have the right to post notices of Union matters on designated union bulletin boards. The Employer shall provide a designated bulletin board at each work site. The Union agrees that no notices will be posted that contain profane or obscene material.
3. **Mailboxes:** The Union shall be permitted to communicate with the employee through mailboxes and school email accounts.
4. **Meetings:** The Employer shall permit the Union to use building facilities for meetings and for professional development workshops and to meet with its bargaining unit members. This shall be consistent with school-based procedures for space reservation. Meetings must take place during regular building hours. The parties agree that school-based programming shall take precedence over all other activities.

ARTICLE IV

MANAGEMENT RIGHTS

Except to the extent expressly abridged by this Agreement, CoaH will not be limited in any way in the exercise of the functions of management and retain and reserve the right to exercise, all the powers, authority and prerogatives of management and CoaH will have the right to invoke these rights and make such changes in these items as CoaH may deem appropriate subject to any notice and bargaining obligations with the Union. The rights of CoaH shall include, but are not limited to, the following:

- a. to direct and control all the operations and services of CoaH and its school; to determine the organization, location and the number of employees of CoaH and its school;
- b. to hire, appoint and promote employees, including the determination of qualifications and requirements for the position or promotion;
- c. to direct, train, supervise, and evaluate employees;
- d. to schedule and conduct professional improvement/development programs for employees;
- e. to develop, evaluate and determine the educational curriculum;
- f. to schedule and assign classes and courses, including the cancellation of same;
- g. to determine the level of student competency, placement, advancement and graduation readiness;
- h. to determine and change job descriptions;
- i. to determine class size;
- j. to determine employee classifications;
- k. to schedule, change and enforce work hours, including the setting or modification of the daily and yearly school and class schedule;
- l. to increase, diminish, change, integrate or discontinue operations in whole or in part.
- m. to transfer employees, including without limitation the choice of which employees will be transferred, the duration of such transfer(s) and where the employees will be transferred to;
- n. to assign, or reassign, duties and job tasks including the change of duties and job tasks from time to time;
- o. to assign a campus; including the change of campus from time to time;
- p. to discipline, suspend, discharge or demote employees;
- q. to use and employ non-bargaining unit CoaH employees, including managerial and supervisory employees, to perform bargaining unit work in temporary and limited circumstances;
- r. to layoff employees;

- s. to make, amend, and enforce rules, regulations, operating administrative and safety procedures from time to time as CoaH deems necessary;
- t. to determine the care, maintenance and operation of the equipment and property used for and on behalf of CoaH;
- u. to institute technological changes or to revise processes, systems or equipment;
- v. to alter, add to or eliminate existing methods, equipment, facilities or programs;
- w. to determine whether goods should be leased, contracted or purchased.

ARTICLE V

DISCHARGE AND DISCIPLINE

1. Probationary Period

Bargaining unit members shall have a Probationary period shall be 180 calendar days during the school year. (i.e. non-academic year/summer months toll).

2. Just Cause

No employee who has completed a 180 calendar day probationary period, calculated from the first day the employee is required to report to work, shall be disciplined or discharged by the Employer except for just cause.

Performance related issues shall be addressed through Article XVII.

The President of the Union or designee will be given a copy of any written discipline imposed upon a bargaining unit member within 24 hours of such discipline.

3. Progressive Discipline

The concepts of “progressive discipline” and the prohibition of disparate treatment by an administrator are to be applicable.

4. Discipline Procedure

- A. The Employee or the Union may use the grievance procedure to appeal discharge or discipline. Entry shall be at Step 2 for discharge or suspension without pay. The employee or the Union must notify the administration of their intent to grieve within thirty (30) working days of receipt of the notice to suspend or discharge. Failure to provide written notice of intent to appeal within the designated time frame waives the right to appeal the action.
- B. Only the union may appeal a written reprimand, suspension without pay or discharge through the arbitration procedures in the contract.
- C. Disciplinary actions shall not be taken without first holding a conference with the employee to investigate the facts of the incident, prior to which the employee shall be given notice of the specific charges upon which the employer is basing its proposed discipline and at which the employee is entitled to union representation. Before suspending or discharging an employee, a notice of intent shall be given to the employee. The administration will meet with the employee to discuss the action being contemplated and the basis for it, will provide the employee with any documentary evidence, subject to the redaction of student names and identifying information, and will give the employee an opportunity to respond.
- D. If an Employee is placed on leave during the course of an investigation into a disciplinary matter, the Employee shall continue to be compensated at their regular rate for the duration of the leave, unless indicated.

- E. When imposing discipline, or offering constructive criticism, confidentiality shall be maintained except as required by law.
- F. An employee shall receive at least two (2) workdays' notice prior to disciplinary or investigative conference, unless waived by the employee. The notice shall include the time of meeting, the location, and the purpose. The employee has the right to be accompanied by a Representative of the Union.
- G. Employees shall receive a copy of all documents placed in their personnel file.
- H. Employees shall be permitted to submit a rebuttal to any disciplinary action. That rebuttal shall be attached to the letter of disciplinary action and shall be placed in all personnel files containing the disciplinary action.
- I. No recording devices shall be used by either the employer, the Union or the employee without the expressed consent of all present parties.
- J. No employee shall be publicly reprimanded.

ARTICLE VI

DISPUTE RESOLUTION

- A. **Definition of a Grievance:** A grievance refers to a complaint that there has been a violation, misinterpretation, or inequitable application of any of the provisions of this agreement.

A grievance may be initiated by an employee or by the Union.

Any matter related to an accommodation of an employee in accordance with the Americans with Disabilities Act shall not be subject to this grievance procedure.

- B. **Representation:** The employee may be represented at all levels of a grievance by a Union representative. The grievant may also represent him/herself before the level of arbitration, provided the union is allowed to be present at the grievance hearings.
- C. **Hearings:** Hearings and meetings shall be scheduled by the Employer at mutually agreeable times and locations.
- D. **Effect of Time Limits:** If a grievance is not processed by the grievant or the Union at any step-in accordance with the time limits of this Article, it shall be deemed withdrawn. If the Employer fails to respond within the time limits, the employee or the Union may move the grievance to the next step of the procedure. The time limits set forth in this Article may be extended by written mutual agreement of the parties, and in no event shall such agreement constitute practice or precedent for any other matter.
- E. **Informal Process:** Prior to filing a formal grievance the employee and the Union are encouraged to make an effort to resolve the problem through an informal conference with the Principal or designee.
- F. **Formal Process**
 - 1. **Step One:** The grievance shall be reduced to writing within thirty (30) calendar days after the grievant knew or should reasonably have known of the alleged violation of the Agreement giving rise to the grievance signed by the grievant and delivered to the Human Resources on forms mutually agreed upon by the parties, exclusive of the informal process referred to in section E.

Within ten (10) working days after receipt of the grievance, the Human Resources shall meet and confer with the grievant and the employee representative in an effort to resolve the grievance. The Human Resources shall indicate the disposition of the grievance in writing within ten (10) working days after such meeting and shall furnish a copy thereof to the grievant and the Representative.

2. **Step Two:** If the grievant is not satisfied with the disposition of the grievance, she/he or the Union may, within ten (10) working days after receiving the decision of the Human Resources, appeal the grievance to the Executive Director and this appeal shall be in writing.

Within ten (10) working days after receipt of the appeal, the Executive Director or his/her designee shall investigate the grievance, meet with and confer with the grievant and representative and render his or her decision in writing. A copy of this decision shall be delivered to the grievant and the representative.

No employee shall lose any salary or benefits due to their participation in a hearing.

3. **Mediation:** At this point, the parties may jointly agree to request mediation services from DLR, FMCS or a private mediator prior to arbitration.

4. **Arbitration:**

- a. If the Union is not satisfied with the decision at Step II and mediation is not opted for or is unsuccessful, the Union may submit the grievance to arbitration by written notice to the Employer within twenty-five (25) working days of receipt of the written disposition of the Step II hearing, or the end of the mediation process. If the Employer fails to respond within the time limits, the Union may also submit the grievance to arbitration. The date of mailing, emailing, fax or hand delivery shall constitute the date of filing under this article.
- b. Requests for arbitration must be directed to the American Arbitration Association (AAA) with a copy to the Executive Director. The voluntary labor arbitration rules of the AAA shall apply to the proceeding.
- c. Grievants and bargaining unit witnesses shall be released, after proper notice to the administrator, shall be released without loss of pay for their attendance at the arbitration. If the grievance involves a class of grievants, no more than two (2) representative grievants at any time shall be released without loss of pay. Witnesses will only be released for the period of their testimony.
- d. The arbitrator shall be without authority to add to, subtract from or modify the terms of this Agreement, and may only determine such issues as may be properly submitted to him or her by the parties. The arbitrator's decision shall not be contrary to state or federal law.
- e. The decision of the arbitrator shall be final and binding upon the parties to the extent permitted by law.

- f. The cost for the Arbitration shall be shared equally by the Parties. Each side shall be responsible for its own attorneys' fees and costs.

G. Reprisals:

There shall be no reprisals against any employee for utilizing the grievance procedure or for assisting a grievant pursuant to this article.

H. Miscellaneous:

In the event that a grievance affects more than one employee, the Union may file a grievance at a Step II on behalf of itself or all affected employees.

No incident that occurred or failed to occur prior to the effective date of the initial Collective Bargaining Agreement between the parties shall be the subject of any grievance.

ARTICLE VII **LAYOFF AND RECALL**

1. Layoff

A. Definition of Layoff

Layoff is the separation of an employee because of reorganization, restructuring, a change in programming or course offerings, for lack of work or funds as determined by the Employer, without fault or delinquency on the employee's part.

B. Layoff Procedure

- 1. The Employer agrees to provide the Union with a list of names of the employees being laid off and such notice shall be sent at the same time that it is issued to the employees so affected. If an employee is provided less than thirty (30) calendar days' written notice of layoff during a school year, he or she must receive pay and benefits for 30 days.

- C. In the case of employees being laid off the following school year, CoaH will notify the union and the affected employees in writing of its intent to lay off by no later than June 15 prior to the beginning of the academic year in which the layoff is to be effective. Nothing in this paragraph shall preclude CoaH from implementing layoffs after June 15 if the need for such layoffs is not established by June 15.

- D. For the purposes of layoff and recall, the concept of "seniority" shall be defined as years of service in the school, including one year of service as a Fellow at City on a Hill School.

- E. Employees shall be laid off in accordance with seniority by department and job title. For purposes of this provision only, the designation of "lead" shall not be considered a "job title" change.

- F. An employee who changes jobs within the bargaining unit shall be credited for all years of service with the school. If an employee, who has changed jobs, is laid off, the employee shall have the right to return to his/her previous job if there is a vacant position. If a vacant position is not available, then the employee shall be placed on the recall list for any previous position held.

2. **Recall**

- A. Employees will be recalled to the most recent previous positions held by the employee in reverse order of layoff when a vacancy occurs.
- B. Each employee on layoff shall be required to provide the human resources department in writing with a current home address and personal email to both of which a letter of recall will be sent.
- C. If a recall opportunity exists in the school, a letter shall be mailed to the employee to the home address and email he/she provided, certified mail, with return receipt requested.
- D. An employee offered a recall opportunity must notify the Employer in writing of his/her decision within eight (8) business days of receipt of the Employer's offer via certified mail.
- E. An employee who has been laid off shall maintain recall rights for twelve (12) months from the date of layoff or until he/she refuses a recall opportunity within the school, fails to respond to a recall letter, submits a resignation, or accepts employment in another school or district, whichever occurs first.

ARTICLE VIII
WORKERS' COMPENSATION

All employees shall be covered by Workers' Compensation Insurance. In the event of an accident, the employee shall immediately notify the campus administration. Administration shall provide all proper forms for filing a workers' compensation claim. Once approved by Workers' Compensation coverage, any employee leave time used shall be reinstated and no employee shall suffer loss of sick time for any time out due to such a workplace accident. An employee may choose to use her/his accumulated sick and vacation leave to supplement Workers' Compensation up to 100% of the employees' salary.

ARTICLE IX
WORKER SAFETY/ PROTECTION OF EMPLOYEES

- A. The employer agrees to provide a safe, clean, wholesome surrounding as a place of employment.
- B. Each worksite shall hold both fire and lockdown drills at least once during each school year.
- C. Each classroom shall be equipped with an adequate safety/first aid kit.
- D. Employees shall be provided with all appropriate equipment to protect themselves in the course of their work.
- E. No Employee shall be required to work with a machine or device that they are not reasonably trained on if a lack of training could result in injury or harm to the employee, fellow staff, or student.
- F. No employee shall be required to restrain a student unless they have first received training from certified instructors in appropriate methods of restraint and are so designated by the school. An employee shall not be disciplined or reprimanded for actions taken while searching or restraining a student if they have been directed by a supervisor to conduct those activities or for actions taken while breaking up a fight, if such actions are in accordance with the policies and procedures on which the

employee was trained. Policies and procedures regarding restraints and fights shall be in writing and distributed to employees at the beginning of each school year. An employee may act reasonably to protect her/himself or the safety of students without fear of disciplinary action.

- G. The Employer will reimburse employees for the reasonable cost of any personal property that is damaged or destroyed as the result of an assault while the employee is acting in the discharge of his duties within the scope of his employment. The Employer may subrogate the claim if the employee is covered by another insurance policy.

ARTICLE X

SALARY

1. **See Salary Chart Appendix A.** The salary listed in Appendix A shall apply to Bargaining Unit Members employed at the School.
2. Effective August 1, 2022 and/or thereafter and be retroactive to that date, there shall be a 3% raise and \$500 add to the base pay. In addition, there shall be a \$1,500.00 one time (non-base) bonus for returning members from previous SY (minus standard deductions)

Effective the first salary period following August 1st, 2023 there shall be a raise of 2% on the salary scale set forth in Appendix A or the current wages of Bargaining Unit B Members. An additional 1% will be added if enrollment is between 240-249, retroactive to August 1, 2023, payable in payroll following certification of SIMS. In addition, there shall be a \$2,500.00 one time (non-base) bonus for returning members from previous SY (minus standard deductions).

3. New bargaining unit members shall not be hired at a salary exceeding the salary received by employees with the same experience and academic credentials.
4. **Payment of Salary**
 - a. Employees shall be paid on a semi-monthly basis on the 15th and the last day of the month. In the event that a regularly scheduled payday falls on a weekend or holiday, employees will receive pay on the last business day before the regularly scheduled payday.
 - b. Employees on the school calendar who sever employment at the end of a school year shall continue to receive pay and benefits through the end of the final regular pay period in July.
5. **Lead Tutors**

Lead Tutors shall be paid a differential of \$3,000 annually.
6. **Stipended Positions**

All stipended positions shall be posted for at least two (2) weeks and shall be available, but not limited, to all members of the bargaining unit. Prior to engaging in stipended work, employees who engage in stipended work shall be provided with written documentation signed by both parties that outlines responsibilities and compensation.

7. **Saturday School**

“Saturday School” shall refer to learning time that takes place on a Saturday that does not count toward CoaH’s one hundred eighty (180) day requirement. Saturday School shall be compensated at a rate of \$40.00 per hour. For the exception of Tutors, no employee may be required to work Saturday School. Tutors will be paid overtime for hours that exceed 40 hours in a work week. However, if there are not enough volunteers, the employer may staff with non-bargaining unit members.

8. **Recruiting Incentive Pool**

In order to ensure that CoaH is able to recruit for high-need roles and reduce the burden of coverage on all staff, the employer may offer a one-time recruiting incentive of up to \$2,500 to new to CoaH bargaining unit members. Whether funds from the incentive pool are awarded, in what amount, and on what schedule are subject to the sole discretion of the Employer. The award of funds from the incentive pool would not change placement on any applicable salary grid and have no impact on future salary calculations.

ARTICLE XI
BENEFITS

All benefits are subject to the terms of the applicable benefit plan documents and summary plan descriptions.

Employee benefits shall be provided in accordance with M.G.L. 32b.

1. **Health and Dental Insurance**

Plan Design

HMO or PPO [In-Network Benefits]

<u>Type of Service</u>	<u>Copayment</u>
Routine Checkups.....	\$0
PCP Office Visits	\$15
Specialists Office Visits	\$15
Emergency Room	\$50
Outpatient Surgical	\$250
Inpatient Hospitalization	\$250
Retail (30-day) Prescription Drug	Tier 1 \$10, Tier 2 \$30, Tier 3 \$50
Mail-order (90-day) Prescription Drug	Tier 1 \$20, Tier 2 \$60, Tier 3 \$150
Out of Pocket Maximum.....	\$6,600 Individual / \$13,200 Family

The Employer shall offer the following individual and family insurance plans to all bargaining unit members who work 20 hours per week or more as follows:

Contribution Rates (Individual and Family Plans) Medical and Dental

	<u>Employee</u>	<u>School</u>
Full Network	25%	75%
Focus Network	20%	80%
PPO	30%	70%
Dental Insurance	50%	50%

Miscellaneous

Benefits selected by the employee must remain in force through the contract year and may not be canceled or changed until the next open enrollment period unless the employee has a qualifying event as defined by the Internal Revenue Service regulations.

Employees shall notify the Employer in writing of the selection of benefits or any change in benefits during the open enrollment period. The Employer shall provide all employees with a benefits selection form during open enrollment. An employee who fails to enroll either during their initial enrollment period or the open enrollment period shall forfeit benefits coverage until the next open enrollment period or experiences a qualifying event as defined by the Internal Revenue Service regulations.

2. Short- and Long-Term Disability Insurance

The Employer will provide the following short- and long-term disability and life/accidental death and dismemberment plan and EAP at no cost to the employee for all bargaining unit members working 20 hours or more per week upon date of hire as follows:

Short Term Disability 60% of basic weekly earnings up to \$1000 per week

Long Term Disability 60% of basic weekly earnings up to \$5,000 per month

AD&D Insurance One-year basic earnings up to \$50,000

Employee Assistance Program

3. Flexible Spending Accounts

The School will offer Healthcare and Dependent Care Flexible Spending Accounts and Transportation Flexible Spending Accounts to all bargaining unit members working 20 (twenty) hours or more per week upon date of hire as follows:

FSA Healthcare IRS limit

FSA Dependent IRS limit

FSA Transportation IRS limit

4. Pension

Eligible bargaining unit members are covered by the Mass. Teachers Retirement System as determined by the MTRS law and regulation.

5. 403(b) Plan

The Employer will offer a 403(b) Retirement Savings Plan to all eligible bargaining unit members working 20 hours or more per week upon date of hire as follows:

Employee pays 100% with contribution up to \$18,000 or current IRS limit.

6. Voluntary Supplemental Benefits

The School will offer voluntary supplemental insurance 100% employee paid to all bargaining unit members working 20 hours or more per week upon date of hire.

ARTICLE XII
DUTY HOURS AND WORK YEAR

- A. The scheduled work year shall follow The City on a Hill School calendar. No extension of the work year shall be permitted by adding to the number of workdays by altering holidays or vacation periods unless expressly provided for under the terms of this agreement.
1. Paraprofessionals, Building Substitutes, and Tutors: The work year shall consist of 191 work days (196 days for newly hired employees), and shall include: all 180 days students are in school including any emergency or snow closure make-up days, the five (5) workdays immediately before the start of school and five (5) other workdays before the start of school for new CoaH paraprofessionals, building subs and tutors; the two workdays immediately after the last day of school for students for all paraprofessionals, building substitutes and tutors, along with four (4) professional development days scheduled throughout the school year, which is inclusive of two One CoaH days.
 2. Office Managers, Facility Associates, and Custodial staff: The work year shall consist of outlined in paragraph A of this Article and shall also work the remainder of the workdays in June, July, and August. Holidays, Emergency, and snow closure days shall constitute a paid work day. Office managers shall not be expected to report to work in the case of a snow closure.
- B. The work week shall be forty (40) hours inclusive of lunch.
- C. Employees shall have a fixed weekly schedule that can be modified by agreement between management and employee with 30 days notice, except in the case of emergency and exigent circumstances.
- D. Full-time employees shall receive a paid thirty (30) minute duty free lunch break. TA 3/3/21
- E. The advisory joint labor-management committee established in the Unit A contract to work collaboratively on the schedule shall have at least 1 (one) member of the Unit B bargaining unit shall be permitted to serve on the committee. Any meetings of this committee outside of the contractual workday and year shall be voluntary.
- F. Overtime Work performed at the request of the employer in excess of forty (40) hours in any workweek shall be considered overtime and shall be paid for at the rate of one and one-half times the regular hourly rate of pay of the employee.
1. An employee called back to work after having completed their regular shift and having left their place of employment will be paid at the rate of one and one-half (1-1/2) times their regular rate of pay for all hours worked on recall, and for such recall work they will be guaranteed a minimum of two (2) hours pay at one and one-half (1-1/2) times his/her regular rate of pay.
- G. **Coverage Compensation:** When a Tutor or Paraprofessional is asked to provide substitute teacher coverage, they shall be compensated for that coverage at a rate of \$30 per period.

ARTICLE XIII
LEAVES AND ABSENCES

1. Sick/PTO Leave:

- a. All bargaining unit members in years one through three (1-3) will be assigned seven (7) sick/PTO days at the beginning of each contracted year. All bargaining unit members in years four and up will be assigned ten (10) sick/PTO days at the beginning of each contract year. All bargaining unit members, regardless of number of years of service, may roll over a maximum of five (5) sick/PTO days to the following year. All bargaining unit members may bank up to fifteen (15) sick/PTO days, in addition to the allotted sick/PTO days for the current school year. Sick/PTO time may be used in one hour increments.

Existing employees in years 1-3 of service as of the ratification of this agreement will be grandfathered in with ten (10) sick days and shall be allowed to roll over and accrue as described in the preceding paragraph.

- b. Employees are expected to follow their school's procedure to report an absence as soon as practical but no later than 6:30 a.m. to report an absence. If an employee anticipates an absence of several days, based on medical documentation, they may notify the school one time. Employees may be required to provide documentation to support absences of longer than three (3) days. Management reserves the right to request medical documentation in instances where it perceives a potential pattern of abuse of sick day use.
- c. If a bargaining unit member in year 1-3 of employment with CoaH uses more than two (2) sick/PTO days during the month of May or during the month of June, CoaH reserves the right to request appropriate medical documentation. (Ex: Employee takes three (3) sick/PTO days in May, CoaH may request appropriate medical documentation for the third day. Employee then takes three (3) sick/PTO days in June, CoaH may again request appropriate medical documentation for the third day.)

If a member uses a sick/PTO day on a designated Black Diamond day, CoaH reserves the right to request appropriate medical documentation to support the absence. Black diamond days shall include the first two (2) weeks of school, the day immediately preceding or following a school vacation day, the week before midterms, the week before finals, state site visit days, major testing days (e.g., MCAS), and professional development days (including One CoaH days). CoaH may, in its sole discretion, approve one up to two (2) absence per school year on a Black Diamond Day.

2. Bereavement Leave:

- A. Bereavement leave is available for full-time CoaH employees. If an employee suffers the loss of an immediate family member, the employee will be entitled to bereavement pay for up to five consecutive days. The employee is expected to notify their supervisor as soon as possible of the reason for and expected length of the employee's absence. For the purposes of this paragraph, "immediate family member" means the employee's mother, father, husband, wife, partner, son, daughter, brother or sister; grandparent; in-law/parent of partner, adopted, or step relative in the same relationship.

The employee will be entitled to bereavement pay for up to three consecutive days for the death of an aunt/uncle, an employee's former spouse or former father or mother-in-law. It further includes any family member residing in the home of the employee.

- B. Employees may use sick leave to attend the funeral of a relative not listed as immediate family, or of a personal friend.

4. **Parental Leave:**

- A. Every full-time employee who is expecting or adopting a child will be granted an eight (8) week parental leave in accordance with M.G.L. c. 149, sec. 105D. If an employee also qualifies for leave under the Family Medical Leave Act (FMLA), the parental leave will run concurrently with the FMLA, where applicable. Employees may use accrued paid time off towards the unpaid portion of the parental/FMLA leave of absence.
- B. The school will continue to provide an employee with health insurance benefits at the same level of coverage during their parental/FMLA leave period.
- C. At least two (2) weeks prior to the end of the employee's planned parental/FMLA leave, the employee must re-notify Human Resources of their intent to return to work.
- D. The school will pay for four (4) weeks of the parental leave without using accrued paid time off.

5. **FMLA Leave:**

The Employer will comply with all provisions of the Family and Medical Leave Act ("FMLA") as applicable. Employees taking FMLA leave will be required to use, while on FMLA leave, all accrued and paid leave to the extent allowed by law, and such accrued and paid leave shall run concurrently with the employee's FMLA leave. In calculating the 12-month period within which an eligible employee may take FMLA leave, the Employer applies a rolling 12-month period, measured backward from the time the employee takes FMLA leave.

6. **Small Necessities Leave Act**

The Employer will comply with all provisions of the Small Necessities Leave Act ("SNLA") as applicable. Any leave taken under SNLA will be unpaid unless the employee wishes to use vacation, sick/PTO, or personal time.

7. **Jury Duty**

CoaH shall compensate employees for the first three (3) days of jury duty and shall otherwise comply with state and federal law. The employee must submit acceptable verification of jury duty service to Human Resources and Operations in order to receive any benefits. Additionally, the employee must notify HR and Operations as soon as practical of jury duty obligations.

8. **Military Leave**

Employees will be granted leave for active military service in accordance with all applicable state and federal laws. CoaH will pay the difference between a full-time employee's regular pay and his/her military pay for a period of two (2)

weeks. In order to be eligible for this payment, the employee must furnish CoaH the Certificate of Service from the commanding officer upon request. Time in military service is regarded as the same as time worked for CoaH with respect to all seniority-related benefits.

9. **Paid Family Medical Leave**

Beginning October 1, 2019, CoaH agrees to bear the full cost of compliance with the Massachusetts Paid Family Medical Act Leave law, M.G.L. c. 175M as it pertains to all employees represented by the Union.

ARTICLE XIV
HOLIDAYS AND VACATIONS

1. **Vacation Time**

Unit B employees shall follow the school vacation calendar during the school year and Unit B Calendar Year Employees shall receive additional vacation time as follows:

Years 1-4: 10 days (80 hours)
Years 5-7: 12 days (96 hours)
Years 8+: 14 days (112 hours)

Vacation time is to be used with the approval of the employee's manager. Employees may roll over up to five (5) vacation days into the next fiscal year. An employee will be credited vacation time for days worked during school vacation day(s) to be used at a later time with the approval of the manager. Under no circumstances may an employee be required to work during school year vacation periods.

B. **Holidays**

Year Round calendar employees shall have the holidays with pay, along with school vacation weeks and any other days school is closed for students: Labor Day, Indigenous People's (Columbus) Day, Veterans Day, Thanksgiving Day and the days before and after Thanksgiving, Christmas, New Years, Martin Luther King, Jr. Day, President's Day, Good Friday, Patriots Day, Memorial Day, Juneteenth, Independence Day.

C. **Religious Observance Day**

There shall be two (2) religious observance days; employees must provide two (2) weeks advance notice; request will not be unreasonably withheld.

ARTICLE XV
WORKPLACE CONDITIONS

A. **Workplace Conditions**

1. Each worksite shall have a staff break room that is not used for storage or administrative meetings.

B. Paraprofessionals, building substitutes, and tutors will be issued a CoaH laptop. Use and maintenance shall be subject to a "Technology Use" policy (to be developed by subcommittee.)

ARTICLE XVI WORKLOAD

Workload Limits

Paraprofessionals: If a paraprofessional is asked to help when a teacher or front office member is out, they will get coverage pay. Paraprofessionals shall have a duty-free lunch.

Tutors: If a tutor is asked to help when a teacher or front office member is out, they will get coverage pay. Tutors shall have one period free and a duty-free lunch.

Office Manager: The office manager will have a duty free lunch. The office manager will not be asked to cover for a teacher that is out.

Building Substitute Teachers: Building Substitutes shall have a duty free lunch. If a building sub is asked to cover a teacher's full load for more than five consecutive school days, then they will have at least one free period for planning purposes.

Custodians/Facility Associate: Shall not be required to serve lunches, perform landscaping, or to return to the school outside of hours to remove snow. Custodians shall be provided with all appropriate protective equipment needed for cleaning and sanitizing the building. During the summer season, custodians will be on hand for deep cleaning and other maintenance and support to prepare for the next school year.

ARTICLE XVII PERSONNEL FILES

- A. City on a Hill Charter Public School shall maintain a current personnel record for every employee.
- B. All information in employees' personnel records will be treated as highly confidential and will be available only to those CoaH administrators with a need or right to know the information, provided that this shall not be construed to impair or limit the Union's right to information pursuant to M.G.L. Chapter 150E. No employee's personnel records will be shared with any third party except with the prior authorization of the employee or if required by law.

Employees have the right to review their complete personnel record within five (5) business days of making a request to do so. Employees have a right, without cost, to copies of any materials contained in their personnel record.

- C. The Employer shall notify an employee and provide a copy of any information placed in the employee's personnel record that has been used or may be used, to negatively affect the employee's qualification for employment, promotion, transfer, additional compensation or the possibility that the employee will be subject to disciplinary action. This shall include any substantiated parent or student complaint that results in discipline or is relied upon in the employee's performance evaluation, provided that the names and identifying information of the student, the student's parent and the names and identifying information of any other student witnesses referenced in the complaint may be redacted.

- D. Employees have the right to request the removal or correction of information in their personnel record which is inaccurate or with which they disagree and/or to submit a written response to any such information, which shall become and remain a part of the record as long as the disputed information remains in the record. An employee's non-exercise of this right shall not be construed as agreement with any such information in the employee's personnel record.

ARTICLE XVIII **EVALUATION**

Employees will be evaluated using the CoaH Faculty and Staff Evaluation and Professional Development Handbook (2017-2018), which is incorporated herein by reference.

ARTICLE XIX **JOB DESCRIPTIONS**

All employees shall be provided with a job description upon hire or request. Job descriptions may be updated periodically based on academic and operational needs. Updates shall be negotiated with the union.

ARTICLE XX **SHARED DECISION MAKING**

1. Consultation

Consistent with CoaH's mission, the parties agree that the effective operation of City on a Hill School includes respectful communication between the Union and the Employer. In an effort to maintain a relationship that is harmonious and non-adversarial, the parties will schedule meetings from September through June as requested by either party, but not to exceed more than one time per month.

The participants in the meeting shall include, but not be limited to, the Principal of City on a Hill School and school-based representatives from the Union. The purpose of consultation shall be to discuss matters of Employer policy, and questions relating to the implementation of this contract in an attempt to resolve general workplace issues amicably.

2. All Staff Meeting

One time per month, the school shall have a staff meeting open to all staff members. This meeting may take place during the regularly scheduled work day after 3:30 pm. This meeting shall not take the place of professional development. The purpose of this meeting is for all staff members to have a dedicated time to participate in the life and body of the school. Elected union members from both Unit A and Unit B shall set the agenda and lead these meetings.

ARTICLE XXI

REIMBURSEMENT

- A. **Mileage:** Employees who use their own vehicle for approved City on a Hill School business during the workday shall be reimbursed for mileage at the current federal mileage rate. Employees will be reimbursed monthly after submission of a mileage log.
- B. **Travel Expenses:** Subject to prior approval of the Executive Director, bargaining unit members traveling out of town for City on a Hill School business shall be reimbursed for receipted expenses.

ARTICLE XXII

PROFESSIONAL DEVELOPMENT

The parties to this Agreement recognize that in order for City on a Hill School to maintain its organizational vigor and best serve its students it is necessary to develop a systematic, ongoing program of professional growth and development.

The parties further recognize that the professional development of City on a Hill School building substitutes, paraprofessionals and tutors is both a personal and institutional responsibility of employees, the Union, and the Employer.

- I. The parties commit to jointly plan in-service programs that will further professional development of individual members and advance the mission of City on a Hill School.

Not later than thirty (30) days following the commencement of each school year the Union and the Employer will appoint 1 (one) representative from Unit B to a committee whose responsibilities shall be to develop professional development activities for that school year per the Unit A contract. At the end of each school year, that committee shall also develop PD activities for the beginning of the following school year. If the committee fails to agree, the final decision shall be made by the Chief Academic Officer.

Not later than thirty (30) days following the execution of this Agreement the parties will meet to define the scope of the professional development program as it relates to the above objectives.

2. Employees who wish to attend off-site professional development related to their professional roles shall be allowed to do so at the discretion of their principal. Such professional development shall be without loss of pay or personal time. Conferences or professional development opportunities which an employee is requested to attend by the employer shall be fully funded.

An employee enrolled in a college class approved by the Chief Academic Officer shall be permitted to leave campus as early as 3:30 p.m. for up to two nights each week, during the college semester. The employee shall provide the Employer with proof of enrollment. The employee shall not in any way be penalized for this time nor shall they be required to make up this release time.

ARTICLE XXIII
NON-DISCRIMINATION

CoaH and the Union agree that they will not discriminate against any bargaining unit member because of race, color, religion, national origin, sex, age (as defined by law), pregnancy, gender identity, sexual orientation (as defined by law), disability, military or veteran's status, genetic information, or union activity or non-union activity.

ARTICLE XXIV
SUBCONTRACTING

CoaH may not subcontract bargaining unit work, except as described below:

CoaH commits to the following: CoaH will employ no less than the current complement of Facilities Associate FTE hours. Should CoaH determine that it needs additional Facilities Associates, it may subcontract that work.

On an emergency temporary basis, CoaH may subcontract work. After 12 weeks in a position, a subcontracted workers will merge into the bargaining unit.

ARTICLE XXV
STABILITY OF AGREEMENT


- A. No alteration, amendment or variation of the terms of this Agreement will bind the parties to this Agreement unless made and executed in writing by the parties.
- B. The failure of CoaH or the Union to insist on any one or more incidents, or upon performance of any of the terms or conditions of the Agreement, will not be considered as a waiver or relinquishment of the right of CoaH or the Union to future performance of any such terms or conditions, and the obligations of CoaH and the Union to such future performance will continue in full force and effect.

ARTICLE XXVI
SAVINGS CLAUSE



If any Article, section or provision of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article, section or provision should be restrained by such tribunal, the remainder of this Agreement will not be affected and will remain in full force and effect, and any substitute action shall be subject to appropriate consultation and negotiation with the Union.

IN WITNESS WHEREOF, the parties hereto set their hands and seals on this June 27, 2022.

For the City on a Hill School




For the Boston Teachers Union

Date: 6/29/22

Date: 6/27/22





APPENDIX A
UNIT B SALARY SCALE

Paraprofessionals* and Building Sub Salary Scale (Effective August 1, 2022)

Step	22-23	23-24	23-24 w/enrollment goal met
Step 1	\$36,498	\$37,228	\$37,593
Step 2	\$37,218	\$37,962	\$38,335

*+4,000 to wage base for 1-to-1 paraprofessionals

Front Office Manager Salary Scale (Effective August 1, 2022)

Step	22-23	23-24	23-24 w/enrollment goal met
Step 1	\$51,784	\$52,820	\$53,338
Step 2	\$52,810	\$53,866	\$54,394

Facility Associate Salary Scale (Effective August 1, 2022)

Step	22-23	23-24	23-24 w/enrollment goal met
Step 1	\$60,205	\$61,409	\$62,011
Step 2	\$61,399	\$62,627	\$63,241

The union will accept a side letter for the full-time Facility Associate to pre-serve the overtime payments.

Tutor@	22-23	23-24	23-24 w/enrollment
Salary	\$33,439	\$34,108	\$34,443

Offer letters going to tutors will indicate that it is a one-year position only unless an exception is made at CoaH sole discretion.

