

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

SUPERIOR COURT

CIVIL NO: _____

PAULA TAYLOR;
JOHN DALEY
Plaintiffs,

2/14/2022

v.

BOSTON TEACHERS UNION, LOCAL 66,
AFT MASSACHUSETTS, AFL-CIO
Defendants.

COMPLAINT FOR DECLARATORY RELIEF

Plaintiffs, by and through their undersigned counsel, hereby file this complaint against Defendants and allege as follows:

INTRODUCTION

This action seeks a judicial declaration that the Boston Teachers Union, Local 66, AFT Massachusetts, AFL-CIO (“BTU”) engaged in the execution of a Memorandum of Agreement that affects the rights and obligations in a collective bargaining agreement must adhere to the express procedural requirements in the union bylaws. In this matter, the defendant Boston Teachers Union conducted a vote and signed an agreement that affects sweeping changes to the rights and obligations set forth in the BTU collective bargaining agreement. Provisions of the bylaws providing for, among other things, fifteen days written notice and a supermajority vote amongst the membership on matters affecting the collective bargaining agreement’s provisions were entirely ignored.

Plaintiffs seek a declaration that the BTU has pursued an unlawful course of action and is without authority to bind the union to the terms of any agreements that are not approved by the membership in accordance with the notice and voting requirements of its bylaws.

JURISDICTION AND VENUE

1. This court has jurisdiction over Plaintiffs' claims for relief pursuant to G.L. c. 231A, §1.
2. Venue is appropriate pursuant G.L. c. 223, §1.

PARTIES

3. Plaintiff Paula Taylor is an employee of the Boston Public Schools and a member in good standing of BTU and is an individual residing at 28 Hallowell St., Boston, MA. 02126, in Suffolk County. Plaintiff Taylor is also a member of Boston First Responders United, an association composed of hundreds of Boston Police, Firefighters, Emergency Medical Technicians, and Boston Public School Teachers.
4. Plaintiff John Daley is an employee of the Boston Public Schools and a member in good standing of BTU and is an individual residing at 35 Baker Hill Dr., Hingham, MA. Plaintiff Daley is also a member of Boston First Responders United, an association composed of hundreds of Boston Police, Firefighters, Emergency Medical Technicians, and Boston Public School Teachers.
5. Defendant BTU is the collective bargaining agent for the Boston School System's teachers, non-administrative staff, professional employees, and

paraprofessionals. It has a principal place of business located at 180 Mt. Vernon St., Boston, MA. 02125, in Suffolk County.

FACTS

6. The proceedings and governing mechanism of the BTU are governed by a set of written bylaws entitled “Bylaws of the Boston Teachers Union,” a copy of which is attached to this complaint titled Exhibit 1.
7. The BTU bylaws provide in Article X on page B-11 (exhibit 1) that:

“Any motion which alters or amends our collective bargaining agreement shall require the same notice to the membership as a constitutional amendment.”
8. The procedure for a constitutional amendment appears in the preceding portion of Article X providing, that after appropriate action of the executive board such an amendment:

“Shall be announced to the membership in writing at least fifteen (15) days in advance of the next meeting of the membership. The proposed amendment shall become part of the Bylaws of the BTU by a two-thirds (2/3) vote of those present and voting in favor at the next meeting of the membership.”
9. On February 9th, 2022, BTU conducted its monthly membership meeting.
10. The only notices for the February 9th meeting were an emailed notice on February 1st, 2022, referencing Black History Month and a number of conferences, clinics, and the like, and no reference to any vote affecting matters within the BTU collective bargaining agreement, a copy of this notice is attached as Exhibit 2.
11. A second emailed notice dated Tuesday, February 8th, the day before the meeting, likewise does not reference any vote at the monthly meeting that

“alters or amends” the collective bargaining agreement. The February 8th memo is attached as Exhibit 3 to this complaint.

12. At the February 9th meeting, a draft memorandum of agreement (“MOA”) between the Boston Public Schools and the BTU was presented to the attending membership for a vote.
13. That MOA, a copy of which is attached at Exhibit 4, altered employee obligations, rights, and benefits from the provisions in the collective bargaining agreement.
14. The MOA, among other things, divided the workforce into “verified” and “non-verified” employees depending upon which medical treatments they preferred.
15. The MOA further provided for unpaid leave being imposed upon the “non-verified” employees based upon contingencies such as hospital occupancy and upon unilateral determinations by the Boston Public Health Commission.
16. The MOA also purported to exempt the unpaid leave from “any contractual agreements or arbitration processes.” In addition the MOA provided that for any employee who used sick days as compensation during unpaid leave, even sick days accumulated years ago, that provided compensation at 100%, would now have their compensation reduced to 40%. See page 4 of Exhibit 4.
17. The above provisions in the MOA are substantial departures from the terms of the Collective Bargaining Agreement which appears at

<https://btu.org/wp-content/uploads/2020/01/Corrected-BTU-2018-2021-Contract-Book-Text.pdf> and contain terms and detriments for employees

for which the collective bargaining agreement is either entirely silent or contains contrary terms.

18. On February 10th, 2022, the BTU issued an e-bulletin, a copy of which is attached as Exhibit 5, in which it stated that the MOA did “not require ratification or a vote of membership.
19. Also on February 10th in a press release, attached hereto as Exhibit 6, BTU announced the signing of the MOA with the Boston Public Schools because “the membership of the Boston Teachers Union has voted in favor of an agreement reached Wednesday.”
20. Plaintiffs have closely monitored the notices, announcements, and disclosures by the BTU and state and affirm that no written notice regarding membership approval of the MOA was ever communicated to the membership and that no communication took place regarding any vote within 15 days of the February 9th meeting.
21. Plaintiffs allege that the BTU, either by claiming that the MOA is not subject to a ratification process or by claiming it was authorized by a duly-noticed membership vote in accordance with the bylaws, have breached the express provisions of the bylaws and are proceeding on a unlawful basis without the authority of the membership.

PRAYER FOR RELIEF

Wherefore, Plaintiffs respectfully request that this Court enter judgment in their favor as follows:

- A. Declare that the Defendant's action of conducting a vote on matters that alter or amend the collective bargaining agreement without providing the required 15 days advance written notice and vote is in violation of the BTU bylaws and is unauthorized.
- B. Declare that the Defendant's announced procedure that an MOA that alters or amends terms of the collective bargaining agreement does not require ratification by the membership is likewise in violation of the bylaws and is unlawful.
- C. Order such other and further relief as is just and proper.

Respectfully submitted,

Paula Taylor and John Daley

By their attorney,

William E. Gens

William E. Gens, BBO# 556595

WEG Law Offices, P.C.

12 Ericsson Street

Boston, MA 02122

(617) 936-4591

DATED: February 13, 2022

CERTIFICATE OF SERVICE

I hereby certify that on this day a true copy of the above document was served upon Plaintiff's Counsel by E-FILE on:

DATE: February 13, 2022 *Samsen Pacioppi*

EXHIBIT 1

BYLAWS

OF THE

BOSTON

TEACHERS UNION

Affiliated with the

American Federation of Teachers

American Federation of Teachers,
Massachusetts

Massachusetts AFL-CIO

Greater Boston Labor Council

Bylaws of the Boston Teachers Union

Article I Name

This Organization shall be called The Boston Teachers Union.

Article II Purposes

The purposes of the BTU shall be:

- (a) To maintain and improve the condition of its members with respect to salaries, pension, professional status, conditions of employment in general and the right of freedom of expression in and out of the classroom.
- (b) To raise the standards of the teaching profession by securing conditions essential to the best professional service and development.
- (c) To promote democratization of school administration.
- (d) To do all in its power through collective bargaining to provide the best education for the children we serve.

Article III Membership

Section 1. Any member of Groups I and II professionals, substitute teachers, school nurses, school paras and any other group for which the BTU was the bargaining agent in the salary agreement of 2006-2010 are eligible for membership. Any person holding membership as of June, 1970 not in the aforesaid groups, may continue to hold membership unless he/she enters a category under Article III Section 2. Once a member is promoted beyond Group II he shall no longer have voice or vote in this union.

Section 2. No person above Group II who has the right to recommend hiring or discharging shall be eligible for membership. No person in an acting position above Group II for a period longer than two weeks, who has the right to recommend hiring or discharging shall have the right to voice and vote in the union while in said acting position.

Section 3. Applications for membership shall be considered at the next meeting of the Executive Board which shall make recommendations to the next meeting of the membership. An eligible applicant shall be admitted to membership by a majority vote of those members present and voting.

Section 4. Members who retire may obtain membership in the BTU Retired Teachers Chapter. RTC Members will pay sixty dollars (\$60.00) per year or have five dollars per month deducted from their retirement check and paras will pay \$30.00 per year or \$2.50 per month from their retirement check (Teachers who have retired prior to December 1973 pay at para rate.) RTC members shall have voice and vote at membership meetings except they may not vote on collective bargaining or job actions.

Section 5. Any laid-off member on a recall list in good standing may be admitted to attend with voice and vote at BTU meetings for the duration of their recall period. Nothing in these By-laws shall take precedence over the Constitution and By-laws of the AFT except in the case of laid-off teachers.

Article IV Union Officials

Section 1. The Officers of the BTU shall be President, Executive Vice-President, and Secretary-Treasurer. Their duties shall be those normally ascribed to such offices and as outlined in the By-laws.

Section 2. The Executive Board of the BTU shall consist of the Officers, the Elementary Field Representative, the Secondary Field Representative, the Paraprofessional/Substitute Teacher Field Representative, the Political Director and twelve (12) other members to be elected at large. No member may be a candidate for officer and /or Field Representative, and/or member of the Executive Board at the same time.

Section 3. The Executive Board shall meet at least once a month during the year (September through August) at a time and place to be determined by the Executive Board. Special meetings of the Board may be called by the President or two-thirds (2/3) vote of the Executive Board, or by petition of 10% of the membership. The Executive Board shall have emergency powers for

Union affairs between meetings of the membership. Their actions are subject to the review of the membership.

The Board shall set up and be responsible for the operation of, all necessary committees. The Board shall formulate and enforce an annual budget. Monies not in the budget shall not be expended unless approved by the Executive Board and the membership. The Executive Board shall conduct business of the Union between meetings of the membership and shall negotiate the salaries of all paid officers and employees. The Executive Board may call before it any officer or member to explain any action.

Section 4. The standing committees of the BTU shall be Grievance, Political Action, Editorial Board, Educational Issues, Sergeant at Arms, and Retired Teachers Chapter. Additional standing committees may be established at the direction of the Executive Board. The Chairperson of any committee and its members shall be appointed by the President with the approval of the Executive Board except as otherwise provided in these By-Laws.

Section 5. Any Officer or member of the Executive Board absent from three consecutive meetings shall forfeit his office unless excused by the Executive Board.

Article V Representation

Section 1. Building or group representatives shall serve as a liaison between the Officers and the Executive Board and the building or group they represent. Each Elementary School or Middle School or High School or work site or any other group which meets regularly with administration on contract issues shall be allowed the following numbers of building or group representatives: one (1) representative shall be allowed for every twenty-five (25) Union members or portion thereof.

The numbers of representatives shall be determined by the first payroll in September. These representatives shall handle all grievances at Step I and shall facilitate and handle all dealings between the school or group and the BTU. They shall assume their role on the date of their election. Any additional group as recommended by the Executive Board may be considered as a special group for these purposes.

Section 2. A negotiating team shall be the sole representative of the membership in collective bargaining with the School Committee and/or its representatives. The negotiating team will be composed of the President, a professional negotiator appointed by the President with the approval of the Executive Board and the membership, and three persons appointed by the President from the membership. These three persons appointed by the President shall be approved by the Executive Board and the membership, at the regular September membership meeting following the election of Union officials.

A collective bargaining committee made up of various interest groups in the BTU shall be appointed by the President with the approval of the Executive Board and the membership.

The purpose of the collective bargaining committee shall be to meet periodically with the negotiating team to advise the team as to the needs of the membership and also to advise and help the team with any problems which may develop in negotiations.

The collective bargaining committee will not participate in actual negotiations unless requested to do so by the negotiating team.

Section 3. The President shall declare vacant the position of any member of the Executive Board or Delegate who has missed three meetings of the appropriate body, and has not been properly excused. The order of appointment shall be the orders to finish in the proceeding election. An election may be ordered by the Executive Board to fill any such vacancy.

Any officer or member of the Executive Board absent from Executive Board meetings shall notify the Secretary-Treasurer.

Section 4. A list of those present and absent from respective meetings of the Executive Board shall be published in the report of the Secretary and placed on file in the Union office.

Article VI Nominations and Elections

Section 1. Nomination papers will be filed at the March membership meeting in election years with the Election Committee. (Elections shall take place every two years starting in June of 1967). To be eligible for nomination a member must have obtained

the signatures of at least one hundred (100) members in good standing for the offices of President, Executive Vice President, Secretary-Treasurer, Field Representative, Political Director and at least fifty (50) signatures for the positions of the Executive Board. At least twenty-five (25) valid signatures shall be obtained by a candidate for Paraprofessional Council or delegate to any affiliated body.

No member may sign more nomination papers than there are vacancies for that office or position. The validity of these signatures will be checked by the election committee. A valid signature shall consist of the following (a) legible signature-person's full name; (b) complete home address - number, street, town; (c) school or department; (d) indicate job title.

If a vacancy occurs in the office of Executive Vice-President, Secretary-Treasurer, the positions of Elementary, Secondary, Paraprofessional Field Representative or Political Director, the following procedures and timelines shall be followed.

1. If the vacancy occurs between the final election and September 30 of the first year of the term, the President shall nominate a member to fill the vacancy. This member must be approved by 2/3 of the Executive Board present and voting. Beginning the first day of school, the nomination process shall commence, with the preliminary election (if necessary) and final elections scheduled within six weeks.
2. If the vacancy occurs between September 30 of year one and April 15 of year one of the term, the President shall declare a vacancy and a preliminary election (if necessary) and a final election shall be held within six weeks.
3. If the vacancy occurs between April 15 of year one and September 30 of year two, the President shall nominate a member to fill the vacancy. This member must be approved by 2/3 of the Executive Board present and voting. Beginning the first day of school, the nomination process shall commence, with the preliminary election (if necessary) and final election scheduled within six weeks.
4. If a vacancy occurs between October 1 of year two and December 31 of year 2, the President shall declare a va-

cancy and a preliminary election (if necessary) and a final election shall be held within six weeks.

5. If the vacancy occurs between January 1 of year 2 and the next election, the President shall nominate a member to fill the vacancy. This member must be approved by 2/3 of the Executive Board present and voting.
6. Nomination papers shall be made available immediately upon declaration of the vacancy. The same procedure shall be followed as outlined in Article VI, Section 2.
7. Nomination and appointment to a vacancy shall not preclude a member from being a candidate in an election for that position.

If there are more than two nominations per position open for Officer, Field Representative and members of the Executive Board a primary election shall be held on the first Wednesday in May. The two candidates for each of the three offices, three Field Representatives and twenty-four candidates for the Executive Board who receive the highest number of votes in the primary shall be nominated for the final election on the first Wednesday in June. Write-in votes will be considered only if they exceed the number of signatures required for nomination.

Section 2. The Officers and Executive Board members, shall be elected by secret ballot with the members in good standing of the Union voting on the first Wednesday in June in election years. Delegates to Conventions and the Greater Boston Labor Council shall be elected in the Final election on the first Wednesday in June.

The Officers and members of the Executive Board and Delegates shall serve for two years or until their successors are elected. The President and Executive Vice President shall automatically be delegates to all conventions and affiliated bodies.

In 2005, AFT delegates will be elected for 2005, 2006 and 2007; thereafter AFT delegates will be elected for the two (2) calendar years after the Election year. (e.g. 2007 election for 2008 and 2009 and 2009 election for 2010 and 2011).

Section 3. An election committee shall be elected from the floor at the

February meeting of the membership and shall be responsible for the primary elections in May and the final elections in June including the place of such elections. This committee shall elect its own chairperson. The committee shall report the result of each election through its chairperson as expeditiously as possible. The Chairperson shall officially file these results with the Secretary-Treasurer and include the committee's procedures. No candidate for any office or position on the Executive Board, may be a member of the Election Committee.

Section 4. By the 1st of October the Union office shall be notified by each Elementary School, Middle School, High School and other Group not covered by these designations of the number of representatives each should have. Each of these groups through their representatives shall plan for nominations and elections within their respective groups. Elections of these representatives are to be held during the first full week of school in October. The results of these elections shall be reported to the Union office by each School or Group immediately and in writing. The report must be signed by the committee which conducted each election, with a report of the procedure. If any dispute arises over election of representatives of buildings or groups the Executive Board shall consider all the facts in any case presented to it and its decision shall be final.

Section 5. In the event of a margin of less than 5% of the total votes cast in a particular race between elected and defeated candidates, a recount may be granted if requested by the defeated candidate of the incumbent Executive Board in a primary election and of the incoming Executive Board in a final election. If a recount is required the candidate must request a recount in writing to the chairperson of the election committee within twenty-four (24) hours from the time the election results are announced.

Section 6. In the event that between the nominations and final elections a candidate for full-time Union office is incapacitated and unable to serve in his/her office the Executive Board shall call for renominations for that office.

If an Executive Board or Paraprofessional Council vacancy occurs, that member with the next highest vote from the election results will serve thereafter.

Section 7. Write-in votes will only count if: (a) the number of votes

equals or exceeds the number of signatures required for nomination. (b) the office the person is seeking is on the ballot.

Section 8. Voting for Field Representatives will be by the following: Elementary Teachers/Nurses -vote for Elementary Field Rep Secondary Teachers/Nurses - vote Secondary Field Rep Paraprofessionals/Substitutes - vote for Para Field Rep

Section 9. Voting for the fifteen (15) member Paraprofessional Council will be by paraprofessionals only.

Article VII Finances

Section 1. The dues of the BTU shall be payable to payroll deductions. It shall be at a yearly rate set by the membership and collected over a ten month period. Members not subject to payroll deduction will pay at the same rate annually or semi-annually in advance. Paraprofessionals and substitute teachers shall pay one-half regular dues.

Section 2. A member in arrears of dues for three (3) months shall be notified in writing by the Secretary-Treasurer that he/she is in bad standing. If he/she does not pay within one month he/she shall be suspended from the rolls of the Local. To be reinstated all back dues must be paid.

Section 3. There shall be an annual audit of the books of the Local by a Registered and Certified auditor chosen by the Executive Board. This audit shall reflect the financial condition of this Union as of August 31st of the current year.

This report shall be furnished to each member of the Executive Board before November 15th. The Executive Board shall consider this report and make recommendations for a proposed budget to the December meeting of the membership. A written report shall be available to all members.

Section 4. Any major expenditures recommended by the membership but not in the budget shall automatically be referred to the Executive Board. The Executive Board shall consider the Budget and make recommendations to the next meeting of the membership for final action.

Article VIII Affiliations

Section 1. This organization shall affiliate with the American Federation of Teachers, Massachusetts Federation of Teachers, Massachusetts AFL-CIO, and the Greater Boston Labor Council.

Article IX General Membership

Section 1. General Membership meetings shall be held on the second Wednesday of the months September through June and at such other times as are necessary. Whenever the monthly general membership meeting falls on a day when school is not in session, the membership meeting will be held on the next Wednesday when school is in session.

Special meetings may be called by the President, or by petition of 10 members of the Executive Board, or 10% of the membership. The meeting in June shall be the annual meeting.

A general membership meeting shall have the power to reject or approve any and all actions of the Officers or the Executive Board. Not limiting the generality of the preceding, the following powers are reserved for the membership only:

- (a) The general membership meeting must approve all items for negotiation before they are submitted to the Boston School Committee.
- (b) A general membership meeting is the only body which may accept or reject contracts or call a work stoppage.
- (c) A general membership meeting must pass on all budgets and substantial deviations thereof before money is expended.
- (d) A general membership meeting is the only body which may endorse a candidate for public office.

Article X Amendments

Amendments to these Bylaws may be proposed by a majority vote of the Executive Board, by a majority vote of a meeting of the membership or by petition of 10% of the membership. Proposed amendments shall be considered by the Executive Board and shall be announced to the membership in writing at least fifteen (15) days in advance of the next meeting of the membership. The proposed amendment shall become part of the

Bylaws of the BTU by a two-thirds (2/3) vote of those present and voting in favor at the next meeting of the membership. Any motion which alters or amends our collective bargaining agreement shall require the same notice to the membership as a constitutional amendment.

Article XI Communications

Section 1. Publicity releases from the Union must emanate from the office of the President. Personal opinions shall not be stated publicly by Union officials on Union matters on which the Union has acted or has chosen not to act. Only the President, the Executive Vice President or their designees shall be empowered to present Union views as expressed in positions already taken by the Union.

Positions or interviews relating to contract negotiation shall be handled in the same fashion.

Section 2. All materials to be distributed in fact sheets or other periodicals coming officially from the Union must receive approval by a majority of the following: President, the Executive Vice President, and Secretary-Treasurer. Any rejection of submitted material may be appealed for review to the Executive Board.

Section 3. All material to be published in the BUT newspaper must receive the approval of a majority of the following: President, the Executive Vice President, and the BUT newspaper editor. Any rejection of submitted material may be appealed for review to the Executive Board.

Section 4. Any material not emanating from the Executive Board or the Union office to be distributed at a meeting of the Executive Board or Membership must be signed by the member or members distributing such material.

Section 5. Reports of the President, Executive Vice President and any Standing or Special Committee must be in printed (typed, mimeo, duplicated) form and presented to the Executive Board and Membership at each meeting and shall be placed on file as Union records within seven (7) days after action is completed. None of these reports shall be publicized except as provided in these Bylaws.

Section 6. Secretary-Treasurer reports of all financial matters concerning the Union shall be in printed form (typed, mimeo, duplicated, etc.) presented to the Executive Board and to the membership at its meeting each month. These reports shall be placed on file as union records after action is completed. None of these reports shall be publicized except as provided in these Bylaws.

Section 7. No individual Union member, Officer or Executive Board member shall have the power to be spokesman for the Union, or any part of the union, unless authorized by the President, Executive Vice President or by vote of the Executive Board or the membership.

Article XII General Procedures

Section 1. A quorum of the Executive Board shall be ten members and of the General Membership 100 members.

Section 2. Nothing in these By-laws shall take precedence over the Constitution and Bylaws of the AFT.

Section 3. No elections shall be held on the day of a scheduled meeting.

Section 4. The current membership card or the most recent pay stub, showing your union dues deduction, shall be used as identification as a member of the BTU in good standing. Further identification may be requested.

Section 5. No one other than members of the BTU in good standing shall be allowed to attend any meetings of the organization unless previous permission of the Executive Board or membership has been secured.

Section 6. Only the official Negotiators shall petition the School Committee on points of negotiations. All negotiating items must be submitted in writing to the Union Negotiators by a date to be determined by the Executive Board each year.

In the event that negotiations are still in progress at the time of a convention, the Executive Vice President shall take the place of the President at such convention unless permission for the President to attend is granted by the Executive Board.

Section 7. All actions of the Executive Board shall be subject to the review of the General Membership.

Section 8. A suspended member loses the right to voice and vote.

Section 9. If all three Officers are incapacitated, the Executive Board or its designees approved by the membership shall choose an Acting President.

Section 10. In the absence of any provision in these By-laws, the latest revision of Robert's Rules of Order shall be binding.

Section 11. Each new member of this local shall be furnished a copy of these Bylaws.

Section 12. Officers and Delegates from this local to conventions, affiliated bodies and members in general when acting as spokesman for the local, shall support and work for policies expressed in these By-laws or to the policies of the Union still in effect. No Officer, Delegate, or member may express his personal opinions as a spokesman for the local.

Section 13. Contact with the Union Attorney on Union matters other than by the full-time staff shall be made only with the permission of the President, Executive Vice President or the Executive Board.

Section 14. Valid nomination papers shall be provided by the BTU. Candidates shall receive papers either at the BTU office or from members of the election committee. No other form shall be accepted. The way a candidate fills out the top of his/her nomination papers will be the way his/her name will appear on the ballot.

Section 15. Each member in good standing must be sent notification of union elections fifteen (15) days prior to the date of such elections.

Article XIII General Duties of Officers

Section 1. The President, Executive Vice President and Secretary-Treasurer shall be the only full-time paid Officers of the Union.

Section 2. To be eligible for any office or position on the Executive Board one must have been an member in good standing for one year by the time of final election.

Section 3. One of the three full-time paid officers shall be available at all times unless the previous permission of the Executive Board has been obtained.

Section 4. It shall be the duty of all full-time officers to keep the Union officer informed of their whereabouts at all times during the day in order that they might be reached in the event of an emergency.

Section 5. The full-time paid officers shall work on a daily basis except city, county, state, and national holidays. Their vacation period shall be four (4) weeks per year.

Section 6. The full-time paid officers shall have their health and basic life insurance paid for by the Union. They shall pay their own Union dues.

Section 7. Duties of the President.

The President:

- (a) Shall be the full-time Chief Executive Officer of the Union.
- (b) Shall be responsible to the Executive Board and the membership.
- (c) Shall preside at meetings of the Executive Board and the membership.
- (d) Shall give a written report of his/her activities at all Executive Board and membership meetings.
- (e) Shall be in charge of the Union office and all communications to Union members.
- (f) Shall be responsible for the work of all committees.
- (g) Shall have his/her salary negotiated by the Executive Board.
- (h) Shall be the interpreter of these Bylaws subject to the review of the membership.

Section 8. Duties of the Executive Vice President.

The Executive Vice President:

- (a) Shall be responsible to the President, the Executive Board and the membership.

- (b) Shall preside at the Executive Board and the membership meetings in the absence of the President.
- (c) Shall give a written report of his/her activities at all Executive Board and membership meetings.
- (d) Shall automatically take over the Presidency in case of resignation, impeachment or other unforeseen event.
- (e) Shall carry out duties as assigned by the President.
- (f) Shall act as grievance chairperson and process all grievances above step I.
- (g) Shall have his/her salary negotiated by the Executive Board.

Section 9. Duties of the Secretary-Treasurer.

The Secretary-Treasurer:

- (a) Shall keep an accurate record of all Executive Board and Membership meetings.
- (b) Shall keep the attendance of Executive Board meetings.
- (c) Shall preside at the Executive Board and membership meetings in cases of the absences of the President and Executive Vice President.
- (d) Shall be responsible to the President, the Executive Board and the membership.
- (e) Shall have his/her salary negotiated by the Executive Board.
- (f) Shall be in charge of all Union monies and financial records.
- (g) Shall pay all bills approved by the Executive Board.
- (h) Shall co-sign all checks with the President.
- (i) Shall be responsible for BTU representation at School Committee meetings.
- (j) Shall manage the Union office.

- (k) Shall be responsible for all preparation and distribution of all Executive Board and membership meetings minutes.
- (l) Shall be responsible for all Union records being up to date and on file in the BTU office. He/she shall give a copy of the minutes of all meetings to the President and Executive Vice President.
- (m) Shall notify all Executive Board members of all meetings. He/she shall be responsible for notification of all general membership meetings.
- (n) Shall carry out such field duties as designated by the President.
- (o) Shall give a written report of the status of the Union finances to each meeting of the Executive Board and membership.

Article XIV Order of Business

Section 1. Call to Order

President's Report

Minutes of the last meeting of:

(a) Executive Board

(b) Membership

Treasurer's Report

Executive Vice President's Report

Committee Reports

Unfinished Business

New Business

Adjourn

All reports of individuals or committees must be printed and after acceptance be filed as a Union record.

GENERAL INFORMATION

Thumbnail Sketch of Parliamentary Procedure

Motions	Can be Debated	Can be Amended	Can be Reconsidered	Vote Required
Privileged				
Adjourn				Majority
Recess	X			Majority
Fix the time for adjournment	X	X	X	Majority
Question of Privilege or information				None
Subsidiary				
Lay on the table			X	Majority
Previous Question (Move the Question)				Majority
Limit or extend debate			X	2/3
Postpone to a fixed time	X	X	X	Majority
Point of Order Appeal	X		X	Majority
Suspension of Rules (special order)				2/3
Withdraw or modify a motion				Majority
Main	X	X	X	Majority
Reconsider	X			Majority
Rescind	X			2/3 (without prior notice)
Take from the table				Majority

1. *To Be Recognized* - Raise your hand, wait to be recognized by the Chair, go to the microphone, identify yourself by name and school or Dept.
2. *Debate* - Before a motion is debated, it is necessary that the motion be made, seconded and stated by the Chair. Then inquiries may be put to the Chair or to individuals through the Chair.
3. *Quorum* - 100 members in good standing. Business continues legally and in proper order until such time as the quorum is questioned and found lacking. The meeting then must adjourn or recess to obtain a quorum.

FACULTY SENATE GUIDELINES

Art. I Sec. E 7 a&b

Faculty Senates may be formed in each school building and shall meet once every month after the close of the normal school day with the principal or headmaster concerned. Faculty Senates will be recognized by the administration of that school as having an advisory voice in the operation of that school and having an advisory voice in the formation of educational policy.

(Add as of 73-74 contract)

Faculty Senate Chairpersons will meet twice each year on the elementary, middle and sr. high levels during days of regularly scheduled in-service meetings.

Purpose

The Faculty Senate shall:

- 1) Plan and run in-service meetings, in cooperation with the administration and in accordance with the contract;
- 2) Elected by the teaching staff, it represents that staff in matters concerning school policy;
- 3) Present the administration with faculty positions on building procedures and educational policy;
- 4) Cooperate with the building rep. in all contract matters and Union policy.

Membership

- 1) Only those eligible to vote shall be eligible for membership (see below);
- 2) The Faculty Senate will be composed of a minimum of five members, except in buildings where the number of teachers is less. In schools where the faculty numbers more than 50, membership should be on a 1 to 10 ratio. Members are generally elected at large, but in certain schools may be elected by departments, areas, pods, etc.
- 3) All Building Reps. are automatically members of the Faculty Senate, but should be elected as Building Reps. separately.

Eligibility for Voting

- 1) All teaching personnel assigned to the building except short term subs;
- 2) Nurses, permanent librarians, guidance personnel.
- 3) No one above Group II.

Elections

- 1) Held by the first week of October;
- 2) Outgoing Faculty Senate appoints election committee; if no Faculty Senate. then BTU Building Representative appoints election committee. Submit names in writing. In a case where not enough names are submitted, the BTU Building Representative should run a primary, entering the name of every eligible person in the building.
- 3) Separate ballots for BTU Building Representative and Faculty Senate Union members only vote for BTU Building Representative.
- 4) Ballots should be checked, one per voter.

Meetings

- 1) Faculty Senate elects own chairperson;
- 2) Faculty Senate should meet at least biweekly;

- 3) The administrative head must meet with the Faculty Senate at least monthly; present the administrative head with written positions of the faculty and demand a response.
- 4) Meet with entire faculty at least monthly; Faculty should submit items for agenda; Faculty Senate Chairperson determines agenda;
- 5) Faculty Senate elects own secretary;
- 6) In Service Meetings
 - a) Faculty and administration submit items for agenda
 - b) Chairperson and administrative head determine time allotments
 - c) each (in b) chairs his section of meeting.

Communications

The Faculty Senate should;

- 1) Keep accurate attendance and minutes of all meetings.
- 2) Supply each member of the faculty with a written report once each month.
- 3) Present the faculty with the responses of the administrative head. If the faculty is dissatisfied with the response of the administrative head, it may be appealed to the Community District Superintendent.

By-Laws

Each Faculty Senate should formulate its own bylaws following these guidelines and in compliance with the contract and union membership policy.

FILING A GRIEVANCE

One of the most important duties of the Building Representative is the handling of grievances at step one. Therefore, it is imperative that all Building Representatives become thoroughly familiar with Article VII of the contract The Grievance Procedure, and especially with section C 1 (a) which deals with the filing of a grievance at the school level. Put in general terms a “grievance” is a statement which says that a teacher’s rights have been violated due to a misinterpretation or misapplication of the contract or that a teacher has been treated unfairly or inequitably.

The importance of filing a grievance when applicable is obvious. A grievance must be filed every time an individual teacher’s rights are violated in order to protect the rights of the entire membership.

The following is a list of guidelines which the Building Rep should follow in filing a grievance.

I. Gathering information before meeting with the Administrator

1. Get all the facts from the teacher(s) involved in the grievance.
2. Get copies of all pertinent documents related to the grievance, e.g. bulletins, notices, letters, memos, etc. (Building representatives have the right to obtain copies of all official school documents).
3. Examine the contract and locate any articles that have been violated.

II. Initial meeting with the Administrator

1. Request a meeting with the Administrator and the teacher(s) involved.
2. Present the case orally. Show documents and cite the contract violation(s). Explain the Union’s position and request that the violation be resolved.
3. It is of the utmost importance that in these meetings the Building Representatives be prepared, be professional and

remain courteous (but firm). Do not insult the Administrator or attempt to intimidate him or her in any way. On the other hand, do not approach the Administrator as a subordinate. In this situation, as a representative of the Union the Building Representative is on equal ground with the Administrator.

4. Make every effort to reach a resolution consistent with the contract at this meeting. This will save time, work, and money for the Union and possibly considerable inconvenience for the grievant.

III. Written Grievance

1. If the Administrator is unwilling to resolve the grievance at this meeting, file a written grievance with the Administrator. (Be sure to make several copies of the grievance - one for yourself, one for the grievant and one for the Union office.)
2. The grievance letter should be succinct but civil. It should include the following information; Name and position of the grievant, Statement of the grievance, Action requested, and Name of Union Representative. (See sample grievance letter at the end of this section.)

IV. Contacting the Union Office

1. If the Administrator denies the grievance or fails to respond to the grievance within five school days, the Union Office should be contacted. (617-288-2000)
2. Send copies of the grievance letter and all pertinent document to the Union office – 180 Mt. Vernon Street, Dorchester, MA 02125 or fax 617-288-3120.
3. Step two of the grievance procedure will be handled by one of the a Union Field Representatives (Elementary, Secondary, or Paraprofessional).

V. While the Grievance is in Progress

1. The Building Representative should request the Administrator to put in writing any disputed orders or assignments.

2. The Building Representative should not advise a teacher to disobey or ignore an Administrator's order while a grievance is in progress. This may well hurt the chances for a successful resolution of the grievance and possibly leave the teacher open to charges of insubordination.

Sample Grievance Letter

Dear Headmaster Smith,

This letter is to inform you that I am filing a grievance at step one on behalf of Mr. John Doe, a member of the English Department at the Excelsior Education Complex. Mr. Doe's grievance is that on Tuesdays he is assigned to teach periods one, two, three and four totaling 200 minutes.

This program is in violation of the Contract including but not limited to Article V. Section A 3 (d) which states:

“Teachers shall not be required to teach more than 160 minutes without a lunch break, planning and development period, or an administrative period.”

In order to resolve this contract violation, Mr. Doe must be relieved of one of his four consecutive classes.

Respectfully yours,

*Mary Smith-Jones,
B.T.U. Building Representative*

1. GENERAL INFORMATION

Pre-Tax Benefits for BTU Members

Flexible Spending (aka Cafeteria Plan) Plan Allows Pre-Tax Income to be Sheltered For Certain Medical, Dependent Care, and Transportation Expenses

A negotiated benefit plan that allows eligible employees to shelter up to \$5,000 in pre-tax income per calendar year to pay for certain **medical expenses** is in effect. To be eligible for the plan, employees must work at least 20 hours per week (half-time or more) on a regular basis and must have been employed for a minimum of one year. A similar plan allows up to \$5,000 to be sheltered for certain **dependent care expenses** (The DCAP plan), except there is no one year service requirement. Lastly, the **transportation plans** allow both the sheltering of up to \$205 per month for parking expenses and the sheltering of up to \$105 per month for qualified mass transit (MBTA, Commuter Rail plans). Hundreds of our members use these plan. See www.cpa125.com for more information.

Under the city's **Medical Spending Plan** employees who opt for inclusion will be reimbursed for a variety of out-of-pocket medical expenses (such as doctor/dentist co-pays, prescriptions, and even over-the-counter medications) with their pre-tax dollars which are exempt from federal, state and FICA taxation. A typical teacher who joins the plan can save up to 33% of \$5000 of out-of-pocket medical expenses per year. Retirement contributions are not affected.

The plan implementation specifics of the Medical Spending Plan essentially parallels the **Dependent Care Plan (DCAP) and the Transportation Plans**, except as noted.

New employees can sign up for any plan within 30 days of hire or during the Open Enrollment Period (held in late fall), subject to the eligibility requirement mentioned above. Eligible employees can also sign up within 30 days of some qualifying life events. As this latter provision is a complicated one, to fully understand its significance, one should call CPA, Inc., the city's current vendor, at 1-800-544-2340 for full information.

All three plans are relatively straightforward and **provide a great tax benefit**, but employees have to be cautious when participating inasmuch as moneys set aside for reimbursement must be used up

by the end of the year, or those leftover moneys are forfeited. This regulation arises from Section 125 of the Internal Revenue Service Code, which governs these plans.

Here's an example of how the Medical plan works.

1. Teacher Jones estimates that he will spend \$2000 this year in out-of-pocket medical expenses, and authorizes Cafeteria Plan Advisors, Inc. (CPA), the firm that manages the plan for the city, to take out \$2000 divided by 22 or \$90.91 over 22 pay periods to pay for these expenses. Under all plans deductions are taken over 22 pay periods only. Each plan year runs from January to December.) The money is taken out of Jones's check on a pre-tax basis, and is set aside in an account in Jones's name at CPA. CPA charges Jones \$54 per year for this service. Continuing with the Jones' example....

In mid-January, Jones has oral surgery. Jones's out-of-pocket dental expenses total \$1500 and Jones submits receipted payment of the bill to CPA shortly thereafter. Within a matter of two to three weeks, he gets his \$1500 rebated to him. The \$1500 spent is not subject to federal (approx. 28%), state (approx. 6%), or the FICA (1.45% for those who entered employment after 3/31/86) tax. In all, Jones saves approximately 35% of the \$1500 or \$525. Jones receives the total reimbursement up front although his annual contributions have essentially just started. (Jones, incidentally, still has \$500 of unused reimbursement money in his account to be used for medical expenses incurred prior to December 31 of that year.)

A few points about the *Medical Plan*:

- Out-of-Pocket Medical expenses are broadly defined, and include for example, deductibles for visits and prescriptions, out-of-pocket medical expenses, hearing devices, special telephones for the hearing-impaired, special diets, doctor-prescribed weight loss programs, and contact lenses to mention just a few. Call CPA, Inc. at 1-800-544-2340 for a brochure and a more detailed listing.
- Over the counter drugs such as antacids/pain relievers/allergy & cold medicines are allowable expenses. Vitamins are not eligible, unless they are obtained by a prescription.

- ❑ You can get reimbursed for expenses up to your annualized (full) deduction regardless of how much has been deducted from your paycheck as of the date of claim. (N.B. The DCAP works differently in this regard. In the DCAP, your reimbursement schedule cannot outpace your contribution schedule.)
- ❑ You cannot generally make changes (including a stop) in your contribution schedule once the calendar year begins UNLESS your certain circumstances (marriage, divorce, death, adoption, or birth) change. A complete explanation can be found in the brochure published by CPA.
- ❑ You will forfeit moneys not used in the calendar year, so you must be very careful in setting up your annual allowance. Do not overestimate your projected expenses. At the end of the calendar year, you will have 90 days to submit a claim for reimbursement for expenses that took place during that calendar year. N.B. These rules are currently in flux and subject to change for the better. For now, assume the worst case scenario. You will be informed as to any changes.
- ❑ While the tax savings in either plan are great, you need to be aware of plan rules, regulations, and limitations BEFORE committing.

One can set up a Dependent Care Plan or a Transportation Plan in addition to a Medical Flexible Spending Account. The mechanics of all plans are essentially the same, except for the issues of the reimbursement schedule and eligibility. The accounts cannot be co-mingled.

Following is more detailed information about the Dependent Care Plan (DCAP):

The dollar limit of the Dependent Care Plan is \$5,000. The same cautions as mentioned above apply. Please keep in mind a few other points as well.

- ❑ Eligible DCAP expenses include day care, elder care, pre-school tuition and before/after-school programs.
- ❑ Should you participate in the DCAP, the tax-free reimbursement you receive reduces the amount of the in-

come tax credits you are otherwise eligible for. CPA Inc. will help you *generally* determine whether using tax credits or setting aside tax-free dollars is the most advantageous method for you. *You still may want to seek independent help from a tax adviser.* You can call CPA Inc. at 1-800-544-2340.

- Should you participate in the Dependent Care Plan you must provide the IRS on form 2441 with relevant information, including a social security number or a taxpayer ID, regarding the care-giver.

The Transportation Plans are new additions to the Boston plan, and many of our members are beginning to take advantage for both parking and MBTA/Commuter Rail Plans. Learn more about these plans at **www.cpa125.com**, or by calling CPA, Inc., at 1-800-544-2340.

2. Severance Pay and the Sheltering of It

1. The number of hours of severance entitlement is found on your pay stub.
2. Eligible teachers (nurses and so on) and paraprofessionals are eligible to get reimbursed for unused sick leave upon reaching 10 years of service
3. Payment comes in two increments, 50% on or before 12/31 of the year of retirement, and 50% on or before 12/31 of the year after retirement.
4. Sheltering the first half of your severance pay has now been made easier by an IRS Ruling
5. A new IRS ruling has made it easier to shelter your severance pay using either a 403.B (Tax-Sheltered Annuity) Plan or a 457 Plan. The new ruling allows this tax-sheltering device to be used up to 2 1/2 months after completion of service. Formerly, the contribution had to be completed prior to service departure.

Teachers, nurses and paras who wish to do so may shelter the first half of their severance pay subject to individual IRS Calendar limits currently in place, taking into

account what (other) ‘sheltering’ contributions you have made to date in a given year, if any.

Why shelter your severance? To postpone paying both federal and state income taxes on the amount received. Although you will eventually pay both state and federal taxes on the amount ‘sheltered,’ you may be in a lesser tax bracket at the time you make the withdrawal. When withdrawn, the contribution and any income or growth it has generated will be taxed as income using the tax rates in effect at that time. Another reason to shelter or defer part of your severance is that the contribution (or deferral amount) will grow tax-deferred, i.e., you will not have to pay yearly taxes on the growth or income the contribution earns. You may shelter your severance using either of the common savings vehicles available to Boston teachers (nurses and paras)—a 403B or a 457 plan. Both plans accept pre-tax deferrals and allow the employee a range of savings options. You may use your current plan, subject to IRS-deferral limits, or open a plan of the other type. There is an essential difference in the plans: In a 403B, you choose the vendor (insurance company or mutual fund company) and there are 40 or so to choose from; in a 457, the homework is done for you, as the state has awarded the contract to ING. The state also monitors the operation of the plan. For more information on ING, see <http://www6.ingretirementplans.com/SponsorExtranet/Mass/> if you wish. Other than this difference, the plans operate essentially the same way.

Both income deferral and tax-deferred yearly growth are tax-advantaged benefits to you, but it not the intent of this piece to give individual financial advice. Nor is it the intent here to suggest that any particular retiring member of the BTU take advantage of this plan, ING or any particular 403b company. That is a personal decision for each to make after consultation with a financial professional.

Again, this is not meant to offer financial advice. You are strongly advised to seek the help of a financial professional before taking any of the steps outlined above. For more information, Please call the union office.

3. Small Pension Fund

Boston Public School Teachers Retirement Fund Association (The “Small Pension Fund”).

The following is some general information about the fund which all teachers should be familiar with:

1. \$2.40 per month (\$24.00 per year) is deducted from the salary of all permanent teachers. Provisional and substitute teachers do not contribute and are not members.
2. After 30 years of teaching service (equals \$720.00 contribution) one is eligible for the benefit of the fund. i.e. a \$12.00 per month annuity at retirement.
3. At the time of retirement, teachers may buy back years of outside service, provisional or substitute service the difference between the contribution and \$720.00. There are two restrictions on the buy back provision (1) at least ten years of the thirty years must have been in the Boston Public Schools and (2) for one year’s credit at least 140 days must be worked in one school year.
4. If a person retires because of disability with less than the required thirty years of service. That applicant may opt to pay the balance due as though working the full period, and be granted the annuity. Similarly, when an applicant has entered the profession too late in life to serve a full thirty years. The same option to pay is permitted. Also, those otherwise qualified to receive annuities who do not wish to complete paying up the full amount to the Fund may apply for refunds.
5. Any teacher who has contributed to the Fund for more than two years, but who is leaving the system before thirty years of service is eligible for a refund This refund will be one half the amount paid into the Fund. Application for refund must be made within one year after resignation or no refund can be made.
6. When a teacher, who has contributed for two full years, dies before resignation or retirement, the teacher’s beneficiary, or executor of the teacher’s estate must apply

for the refund. The refund for the beneficiary or estate in this case is 100% of the amount paid into the Fund.

7. For more information, call 617-621-4000.

BTU-COPE CONSTITUTION
The Committee on Political Education

Article I Name

This organization shall be known as Boston Teachers Union Committee on Political Education (COPE).

Article II Purposes

The purposes of B.T.U. COPE are:

1. To support and strengthen the commitment of the citizens and the government to excellence in public education at all levels.
2. To promote and strive for the improvement of the public schools by encouraging and stimulating educators to take a more active part.
3. To encourage educators to know and understand the nature and actions of their government and the important political issues, as they pertain to public education.
4. To assist educators in organizing themselves for more effective political action, and in carrying out their civic responsibilities.
5. To engage in any suitable activities to achieve the purposes stated above.

Article III Committee

The affairs of this organization shall be managed by a Committee

1. The Committee shall consist of the President-and fifteen (15) other members.
2. The members of the Committee shall serve concurrently with the term of BTU officers.

Article IV Officers

The Chairman and Secretary-Treasurer shall be elected by and from the Committee and shall serve for a term of two years.

Article V Meetings

Meetings shall be scheduled as needed. At least two meetings a year shall be held.

Article VI Parliamentary Authority and Procedure

Except as otherwise provided in these By-Laws, all meetings of BTU-COPE shall be governed by Robert's Rules of Order, Revised.

Article VII Amendments

Amendments to these By-Laws shall be made in the same manner as amendments to the By-Laws of the Boston Teachers Union.

Article VIII Finances

The organization shall be financed by voluntary contributions. All contributions shall be deposited in a fund distinct and separate from that of any other organization and shall be audited annually by an independent agent.

Funds may be disbursed upon approval of a majority of the Committee for normal operating expenses.

By a two-thirds vote funds may be disbursed to candidates.

Within ninety (90) days following a final election the COPE Committee will make a full financial report to the membership.

Article IX Requirements for Political Endorsements

1. Prior to any election in which the BTU may make political endorsements, the COPE Committee shall notify in writing all candidates of the Union's intention to consider making an endorsement. However, when the incumbent has a favorable record on education and labor issues, COPE may choose to notify only the incumbent.
2. In order to be considered for an endorsement, a candidate must request the endorsement in writing to the COPE Committee, This requirement is not necessary in the presidential contest.

3. If the contest has an incumbent and in the presidential contest, the COPE Committee by a two-thirds vote will decide whether to interview the candidates requesting an endorsement. If the contest has no incumbent, the COPE Committee will give every candidate requesting a BTU endorsement the opportunity for an interview.
4. In making recommendations on endorsements, the COPE Committee will take into consideration (1) the interview and (2) the individual's voting record on labor and education issues. The results of the interview and/or voting records will be reported to the Executive Board and membership in a numerical fashion and in writing.
5. Candidates for state or federal office may send a representative to the interview or may, in lieu of an interview, stand on their voting record and public positions.
6. Candidates for municipal office must personally attend an interview in order to be considered for endorsement.
7. In order to receive an endorsement the candidate must receive a two thirds vote of the Committee, the Executive Board, and the Membership.

EXHIBIT 2

February Celebrations, Membership Meeting and Winter Conference | Boston Teachers Union

Happy Lunar New Year to all who celebrate! We look forward to a fortuitous year of the Tiger. We also hope everyone stayed safe and warm from the blizzard this past weekend.

This past Saturday, we held a Public Health Panel with medical experts, community and faith leaders about the COVID-19 vaccine. Thank you to all who joined! If you missed it, you can watch a recording of it on our [YouTube channel](#). We have also created an [FAQ on the vaccine mandate policy](#), but please note that some of the questions are still subject to impact bargaining. Please contact your Field Rep if you have any further questions in the meantime. We are looking into scheduling more impact bargaining sessions soon.

February is Black History Month! We are kicking off the month with [Black Lives Matter at School Week](#). The BLM at School committee has compiled a [toolkit](#) including a list of movies for each grade band that we've matched to the 13 guiding principles of the BLM movement; a discussion guide to help educators facilitate critical conversations connecting the media they've engaged with to the movement; an essay contest; and a door decorating contest. **Student winners of the essay contest will win a free BLM @ School shirt and have their essay published in the Boston Union Teacher newspaper.** Class winners of the door decorating contest will receive a free field trip in the spring with support including chaperones from the BTU.

On the educator end, we're launching a workshop series in partnership with the Telescope Network where educators can join 1.5-hour sessions to earn PDPs. Participants will receive a free shirt, but for folks who want to purchase shirts, we're selling them for \$11. **You can order them through Venmo (@BLMatBTU) – make sure to include your full name, shirt size, and school site, so they can be mailed.** The new shirts feature a student art contest winner on the front and the BTU logo on the back.

Our next membership meeting is next Wednesday, February 9 at 4:30 p.m. It will be virtual on Zoom. As always, [registration in advance](#) is needed to verify BTU membership and to receive the link.

Quick reminders for registering:

- Please remember that you must register at least one hour in advance, or you will not receive a link.
- Each link is unique and cannot be shared.
- **Links are sent after your registration and membership status are verified – please do not register multiple times if you do not immediately receive a link.**
- Remember to include your exact BPS ID# in order to expedite approvals. If you are retired or don't have an ID# for another reason, please enter "000000".
- If you still have technical difficulties after registering, you can email zoom@btu.org.

The BTU Winter Conference will take place on Saturday, February 12 from 9 a.m. to 1 p.m.! The theme will be "Cozy Up With The Contract" and the conference will focus on fighting burnout, prioritizing educator well-being, and ramping up the contract campaign. We are planning to be in person at the BTU hall with significant COVID precautions but will pivot to Zoom if need be. **The first 100 people to register and attend will receive a swag bag!** Register

at <https://btu.org/winter>.

EXHIBIT 3

Membership Meeting TOMORROW, Winter Conference and more | Boston Teachers Union

We hope you all are safe and well after braving yet another winter storm this weekend. We have a few major updates:

As you may have heard, Mayor Wu and the Superintendent [announced yesterday](#) the resignation of Superintendent Dr. Brenda Cassellius, effective June 2022. **The Boston Teachers Union wishes to thank Dr. Cassellius for her contributions to our public schools during what have been incredibly trying and unprecedented times.** Dr. Cassellius has made important contributions to the Boston Public Schools, particularly around issues of equity and social-emotional wellness, and through her efforts to begin addressing decades of deferred maintenance on facilities. Her leadership will leave a long-standing and positive impact on our schools and communities, and we wish her the very best in her future endeavors. We look forward to doing our part in working with Mayor Wu and the School Committee to ensure that students, families, and educators have a voice in the upcoming superintendent selection process.

Our impact bargaining continues as we await the court stay decision on the city's December vaccine policy. We met with the mayor on Thursday, along with a few of the public safety unions, and negotiated for nine hours on Friday. We have continued to be in active discussions with all parties and continue to consult our health and safety advisors as well. We are meeting again this afternoon and will share any updates at our next membership meeting tomorrow.

Register for the monthly BTU Membership Meeting TOMORROW, Wednesday, February 9 at 4:30 p.m. It will be virtual on Zoom. As always, [registration in advance](#) is needed to verify BTU membership and to receive the link.

This month, learn more about how we are turning up the heat on our master contract campaign and find out why BPS rejected all of our latest proposals for racially and linguistically diverse staff and ethnic studies. We're asking all schools to take action the week of Valentine's Day with "Show Our Students Some Love" posters to highlight the contract proposals our students deserve right now. See the [tentative agenda](#).

Quick reminders for registering:

- Please remember that you must register at least one hour in advance, or you will not receive a link.
- Each link is unique and cannot be shared.
- **Links are sent after your registration and membership status are verified – please do not register multiple times if you do not immediately receive a link.**
- Remember to include your exact BPS ID# in order to expedite approvals. If you are retired or don't have an ID# for another reason, please enter "000000".
- If you still have technical difficulties after registering, you can email zoom@btu.org.

There was severe flooding at the Otis this weekend, pictured above. A work order was placed for a leaky pipe on January 17. Our schools shouldn't have to wait for severe damage to occur before the district sends someone to fix a major problem like this. Our community deserves clean, green, safe, and welcoming school buildings with updated HVAC systems, working fans and/or AC,

and a reliable schedule for repairs and upgrades. Learn more about what we're fighting for in our next labor agreement and get involved at btu.org/contract.

The BTU Winter Conference will take place on Saturday, February 12 from 9 a.m. to 1 p.m.! The theme will be "Cozy Up With The Contract" and the conference will focus on fighting burnout, prioritizing educator well-being, and ramping up the contract campaign. Register at <https://btu.org/winter> and [check out the agenda here!](#)

EXHIBIT 4

MEMORANDUM OF AGREEMENT ("Agreement")
BETWEEN

The Boston Public Schools

AND

The Boston Teachers Union, LOCAL 66, AFT MASSACHUSETTS, AFL-CIO

Regarding the City of Boston Policy: Employee Vaccination Verification Requirement

WHEREAS, the Boston Public Schools ("BPS") and the Boston Teachers Union, Local 66, AFT Massachusetts, AFL-CIO (hereinafter the "Union") are parties to a collective bargaining agreement; and

WHEREAS, the City of Boston on December 20, 2021, announced an updated Vaccination Verification Requirement Policy (December Policy);

WHEREAS, the City and BPS (hereafter used interchangeably) provided notice to the Union regarding the December Policy and offered to meet and bargain said December Policy;

WHEREAS, the Parties have met and bargained such December Policy;

WHEREAS, due to the collaborative work of the City of Boston, BPS and the Union, over 95% of the City of Boston's employees are currently vaccinated against COVID-19; and

WHEREAS, vaccines are critical to ensuring the health of our city's workforce and the broader community, providing especially significant value during periods of higher COVID-19 concern; and

WHEREAS, ensuring that individuals within a workplace are vaccinated is of significant value during periods defined by public health data on hospital capacity, severity of COVID, and how widespread COVID is within the community.

NOW THEREFORE, the Parties agree as follows:

1. Vaccine Verification for COVID-19: The Union agrees to the December 20, 2021 Vaccine Policy except as amended below. The Parties agree to maintain the same Covid-19 sick leave benefits established in the Parties MOA RE Health and Safety for SY21-22.

2. Dismissal of Challenges: The Union agrees to withdraw with prejudice any grievances, appeals, or challenges to the provisions of this Agreement and the Policy filed in any forum, including but not limited to its charges filed with the Department of Labor Relations on January 24, 2022, MUP 22-9069. The Union shall notify all forums, including the Department of Labor Relations in writing within five (5) business days of the effective date of this Agreement of its withdrawal of the charge and/or Complaint with prejudice and shall copy the City on such written notice.

3. Requirements for New Employees: The Parties agree that compliance with the December Policy and providing proof of full vaccination shall be a requirement for new employees of the City of Boston. This requirement became effective on December 20, 2021. For the purposes of this MOA, non-compliant employees of the City that transfer from one City department to another shall be exempt from this requirement for new employees.

4. Definition of a Non-Verified Employee: For purposes of this MOA, the following employees will be considered Non-Verified:

- a. Employees who have not provided proof of vaccination as of the effective date of this MOA;
- b. Employees who have not been granted a medical, disability, or religious exemption while such exemption remains in effect. Employees with a pending request for an accommodation will not be subject to the provisions of this MOA until such a time as an adverse determination has been made.

On or before the date of execution of this Agreement, the City will provide to the Union a list identifying all of their members who are classified as Non-Verified Employees.

5. Factors for Determining Applicability of Surge Status

The public health context for COVID-19 will be determined by looking at three factors. The City will endeavor to give the Union the greatest possible notice of adjustments between levels of pandemic severity, but neither the benchmarks nor the determination that the metrics have exceeded the threshold set forth in this MOA shall be subject to collective bargaining or negotiation.

- The first factor is the capacity of our hospitals to care for individuals with severe illness of any type. A metric for this factor is “ICU Occupancy,” which is the percentage of beds occupied in Intensive Care Units in Boston hospitals (7-day moving average).
- The second factor is the severity of COVID-19. A metric for this factor is “Hospitalizations Per Day” which is the average number of daily cases of adult patients with COVID-19 in Boston hospitals (7-day moving average).
- The third factor is an estimate of disease spread within Boston. A metric for this factor is “Positivity Rate”, which is the number of people who test positive for COVID-19 divided by the total number of people tested in the community (7-day moving average).

More information about these three factors and definitions are available on the Boston Public Health Commission’s COVID Data Dashboard accessible at:

<https://bphc-dashboard.shinyapps.io/BPHC-dashboard/>

Each of these measures is tracked on a weekly basis and reported by the Boston Public Health Commission. Based on these measures and relevant other public health factors, the

Boston Public Health Commission will define the COVID-19 context for a particular week. The Boston Public Health Commission will use the tables below as a framework for making a determination of whether the application of the provisions of Section 7 is necessary.

6. Surge Status Levels and Thresholds

Red Zone Threshold

As of February 4, 2022, the City remains in the “Red Zone” for the Winter 2021-2022 Surge. The parties agree that to drop from the current Red Zone into Yellow Zone all three metrics must fall below the following thresholds. On February 8, 2022, the City announced the use of identical metrics to lift the indoor proof-of-vaccination requirement for certain businesses open to the public.

ICU Occupancy: $\geq 95\%$
Hospitalizations Per Day: ≥ 200
Community Positivity Rate: $\geq 5\%$

Yellow Zone Threshold

When all three metrics have fallen below these levels, the City will enter a “Yellow Zone” and will no longer be in the Red Zone.

Green Zone Threshold

When the Boston Public Health Commission’s Order Requiring Face Coverings in Certain Indoor Public Spaces is rescinded, the City will enter a “Green Zone” status. The City will move from Green back to Yellow in the event that the face coverings order is reinstated.

Subsequent Red Zone Threshold Metrics

In the event of a subsequent COVID-19 surge, the Boston Public Health Commission may determine that the City has reentered a Red Zone. The Boston Public Health Commission will not declare a Red Zone until the following minimum metrics are met:

ICU Occupancy: $\geq 90\%$
Hospitalizations Per Day: ≥ 150
Community Positivity Rate: $\geq 4\%$

Nothing in this MOA shall be construed to interfere with the Boston Public Health Commission’s authority to protect public health.

7. Requirements for Non-Verified Employees During Any Red Zone During any Red Zone Non-Verified Employees must either submit proof of vaccination into the City’s online portal or will be placed on unpaid administrative leave and not allowed in the workplace. To prevent being placed on unpaid administrative leave, Non-Verified Employees can choose to use accrued vacation, compensatory or personal time as an alternative. Employees who choose to use accrued vacation, compensatory or personal time are not allowed in the workplace and are prohibited from working for the City in any capacity. The unpaid administrative leave is not disciplinary and shall not, either in whole or in part, be subject to any contractual grievance or arbitration processes. No member will be subject to discipline for not being vaccinated against COVID-19.

If accrued vacation, compensatory or personal time is exhausted, an unverified employee may elect to use accumulated, unused sick days to be paid at a rate of 40% while on leave up to the following caps:

Union members with fewer than 10 years of service: Can use up to 25 accumulated, unused sick days paid at a rate of 40%, for a total of up to 10 paid days.

Union members with 10 years of service or more: Can use up to 100 accumulated, unused sick days paid at 40% rate, for a total of up to 40 paid days.

Union members must notify their direct supervisor and the Office of Human Capital via email within 48 hours of receiving notice that they are being transitioned to leave status if they would like to use their accumulated, unused personal and sick time to be compensated during their leave. Use of paid time as set forth above must be continuous during any Red Zone until the unverified member has exhausted the accumulated personal and sick leave available under the cap.

The Employer will continue to pay the employer's portion of healthcare during unpaid leave.

8. Requirements for Non-Verified Employees During Any Yellow Zone. Within the first five school days of the announcement of entering any Yellow Zone, Non-Verified Employees are required to submit proof two (2) times per calendar week of a negative COVID-19 screening test. Employees may make use of City testing locations that are open and available to all City employees, additional tests required as a part of this policy must be obtained at the employees own expense and on their non-work time. The City's current Temporary COVID-19 Paid Leave for Testing and Vaccination policy provides one hour per week of paid time off for testing, and testing is generally available to all City employees. This Temporary COVID-19 Paid Leave for Testing and Vaccination policy shall remain in effect until no later than December 31, 2022, unless renewed by the City.

9. Requirements for Non-Verified Employees During Any Green Zone. If and when the City of Boston lifts all its requirements for public indoor masking, then Non-Verified Employees will have no additional requirements on their employment related specifically to this MOA, barring any exigent public health circumstances identified by the Boston Public Health Commission. They will, however, continue to be required to comply with all other City policies and requirements.

10. Definition of Vaccination

Employees must verify their full vaccination status by uploading a copy of their COVID-19 vaccination card, other confirmation from a health care provider, or approved alternate documentation into the City's COVID Compliance online portal in compliance with the standards on the City's COVID Compliance online portal.

Until further notice, the definition of vaccination, and what number and type of vaccines are required and compliance deadlines will be as set forth in the December Policy. Namely, to be fully vaccinated under the existing policy, all employees are required to comply with this policy on the following schedule:

- On or before January 15, 2022: All employees must upload proof of at least one dose of a one- or two-dose vaccine.
- On or before February 15, 2022: All employees must upload proof of two doses of a two-dose vaccine.
- All vaccines authorized by the U.S. Food and Drug Administration (FDA) or the World Health Organization (WHO) will meet the City's vaccine verification requirement.

Employees who fail to maintain compliance with this schedule are Non-Verified. For the purposes of this MOA, vaccine booster shots are not included in the definition of fully vaccinated.

Employees who have the required vaccines but are unable to obtain and upload a copy of their COVID-19 vaccination card or other vaccination verification documentation may upload a signed statement from a medical provider verifying their fully vaccinated status.

11. Definition of Testing

Either a PCR (Polymerase Chain Reaction) test or an antigen test will be accepted as proof of a negative COVID-19 screening test during any period where testing is required; antibody tests will not be accepted.

12. Rehiring

- a. Employees who resigned or retired based on their refusal to comply with the December Policy or this MOA and who then come into compliance with the December Policy on or before March 15, 2022 will be rehired immediately, upon their request, into the position from which they resigned if the position remains vacant, they meet the Department's requirements regarding return and provided they sign an agreement waiving their right to challenge their separation from employment.
- b. To the extent reasonable and practicable, all rehiring decisions will be made consistent with seniority practices and protocols.
- c. Any employee who is rehired relative to paragraph (a) shall retain their seniority and level of pay and benefits.

13. Waiver: The Union agrees not to grieve, appeal, or otherwise challenge the provisions of this Agreement or the December Policy or its implementation via the Parties' collective bargaining agreement, through the contractual grievance process, through the Department of Labor Relations, or in any other forum, except to enforce its terms.

14. Bargaining Obligation: Union agrees the City has met any and all bargaining obligations it may have regarding the Policy. Should the City determine that changes to the December Policy, or this MOA, are necessary, it shall notify Union of any such changes and meet any bargaining obligation it may have regarding such changes.

15. No Admission: It is understood and agreed that this Agreement does not constitute an admission of wrongdoing by the Parties.

16. No Practice or Precedent: The Parties agree that this Agreement shall not be used to demonstrate a practice or create a precedent as between the Parties for any other matter. Nothing in this agreement diminishes any of the Parties' rights with respect to M.G.L. c. 41, s. 111F, M.G.L. c. 31 or the provisions of the collective bargaining agreement.

17. Severability: If any term(s) or provisions(s) of this Agreement shall be held to be invalid or unenforceable for any reason by a court of competent jurisdiction, the validity or enforceability of the remaining terms and provisions shall not be affected, and such invalid and/or unenforceable term(s) and/or provision(s) shall be deemed modified to the extent necessary to make it or them enforceable.

18. Enforceability: The Parties agree that the terms of this Agreement will not be enforced while there is a stay in place in Appeals Court docket 2022-j-0031. Moreover, the Parties agree that disputes regarding the terms of this Agreement will be resolved through the grievance and arbitration process of the collective bargaining agreement.

19. Vote: This MOA will become effective when voted on and approved by the majority of the Union membership present and voting at a meeting scheduled for this purpose or at a membership meeting, and it is subject to the approval of the Boston School Committee.

For the Boston Teachers Union:

_____ Date:
Jessica Tang, President, BTU

For the Boston Public Schools:

_____ Date:
Brenda Cassellius, Superintendent

EXHIBIT 5

MOA Reached on BPS COVID-19 Policies | Boston Teachers Union

Dear BTU members,

As we shared in our Tuesday bulletin, we have been negotiating with the School District and City Hall over the impacts of the December 20, 2021 vaccine policy, including over the weekend and yesterday. Throughout the process, protecting member jobs and protecting public health have been top priorities. Just before the start of the monthly membership meeting, we received a proposal that we were able to share with the membership, much like our last MOA. Although these negotiations constitute impact bargaining and do not require ratification or a vote of membership, we were prepared to take a poll vote to ensure members could weigh in. We have followed this exact, fully transparent process for other recent MOA's. The agreement reached saves hundreds of member jobs.

After presenting the proposal, we had a period of Q&A, as well as an opportunity for members to share their thoughts on the proposal. During this time period, a motion was made from the floor to support the MOA. We then – as we always do – went into a period of debate, alternating for and against the motion, before taking the vote. The vote passed with 84% for the MOA and 16% against (212 to 39).

The MOA retains frontline educators, promotes equity, and advances public health. Toplines of the agreement are summarized here:

- BTU educators who are currently unverified for vaccination will not be terminated if they do not comply with the December 20, 2021 policy. Instead, when certain BPHC metrics are met during a surge “Red Zone,” they would be temporarily placed on unpaid leave. This helps us to retain the 116 teachers, 133 paraprofessionals/ABAs and 118 Substitute teachers (out of 8,403 total BTU members) who are currently unverified and at risk of termination under the current policy.
- While on unpaid leave, BTU members would be able to access some of their accrued days of paid time off and continue to have their health care with the employer portion covered.
- While in the “Yellow Zone,” un-verified educators would have to test twice a week using either PCR or rapid antigen tests.
- During a “Green Zone,” there would be no difference in the mitigation policies between vaccinated and unverified members.
- Those who have retired or resigned due to this policy would be able to be rehired and return to their positions if they choose to do so before March 15, 2022.
- All new hires would need to comply with the December vaccination policy.
- No one will go on unpaid leave so long as the court stay is in effect.

Please see the [full agreement](#) and our [full press release](#).

Lastly, the Mayor had agreed to join our February Membership Meeting weeks ago

after we extended an invitation shortly after her election last year. To be clear, her presence had nothing to do with the MOA. She was there to hear about our contract proposals and address BTU educators. Members were able to submit and “upvote” questions to her. The vaccine policy was not discussed, as no questions regarding the policy were upvoted. She did respond to important questions about our master contract bargaining, the superintendent search, state intervention, facilities, the mask mandate and other topics that members in attendance submitted. We thank her for her attendance and are glad we were also able to work with her administration to reach a deal today as well.

As is usually the case, our membership is not always 100% in agreement on every issue, but we hope that despite differences and strong feelings on various topics, we remember that we have much more in common than not – ultimately, we all have a shared interest in fighting for the schools and communities all of our students deserve.

In solidarity,
President Tang and BTU Officers & Staff

EXHIBIT 6

Boston Teachers Union membership votes in favor of memorandum of agreement on COVID-19 policies aimed at retaining frontline staff, promoting equity, advancing public health | Boston Teachers Union

[Home News](#) Boston Teachers Union membership votes in favor of memorandum of agreement on COVID-19 policies aimed at retaining frontline staff, promoting equity, advancing public health

FOR IMMEDIATE RELEASE

Thursday, February 10, 2022

Following impact bargaining negotiations, BTU and Boston Public Schools sign Memorandum of Agreement

BOSTON, MA – The membership of the Boston Teachers Union has voted in favor of an agreement reached Wednesday regarding several COVID-19 related policies within the Boston Public Schools. The [memorandum of understanding](#) signed by the Boston Teachers Union (BTU) and Boston Public Schools (BPS) provides for regular testing of non-vaccinated educators when COVID-19 transmission is lower and will allow employees to access accrued paid time off as an alternative to being placed on unpaid administrative leave when rates are higher.

When BTU was formally notified that the Mayor had changed City policy to remove the option for weekly testing for City employees, the union immediately sent a request to bargain over this change. This agreement comes after several weeks of impact bargaining between the union and the district to find a solution in order to retain the 367 educators who have chosen to remain unvaccinated as of February 9, 2022.

BTU has always encouraged members, students, and all that are eligible to get the vaccine by actively promoting and increasing access to vaccination across every platform available, including by hosting free vaccine clinics regularly at the union hall and announcing those to members through a variety of channels.

The signed MOA allows unvaccinated members to submit proof of two negative COVID-19 screening tests per week during periods of lower virus transmission, the specifics of which are outlined in the agreement. During periods of higher virus transmission, unvaccinated members will not be allowed in school buildings, but may use some accrued time as an alternative to being placed on unpaid administrative leave.

The union issued the following statement regarding the agreement:

“We are glad to have reached an agreement with the district that will uplift the health and safety of our educators, students, and communities, while still being able to retain our educators who have chosen to remain unvaccinated. The agreement takes important steps to promote public health and to mitigate classroom staffing disruptions.”

The MOA was voted to pass by an 84% vote at an open union membership meeting Wednesday evening. It is also subject to the approval of the Boston School Committee. Approximately 99% of BPS teachers have verified that they have been vaccinated to the school system or have received an exemption.

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About the Boston Teachers Union

The Boston Teachers Union proudly represents more than 10,000 teachers and other professionals including school nurses, psychologists, guidance counselors, paraprofessionals, and substitute teachers. Together, we advocate for the interests of students, parents and education professionals throughout Boston. We support investment in public education to ensure a stronger future for our students and our city. As a union of educators, we are part of a movement that seeks to improve the quality of life for all working people. We are united against all forms of prejudice and bigotry that would seek to devalue the lives or liberties of our students, families or colleagues.