

Agreement between

The Brookline School Board

and

**The Brookline Education Support Staff Association,
NEA-NH**

July 1, 2018 to June 30, 2022

TABLE OF CONTENTS

SECTION	HEADING	PAGE NUMBER
	PREAMBLE	3
ARTICLE I	RECOGNITION	3
ARTICLE II	NEGOTIATIONS PROCEDURE	3
ARTICLE III	ASSOCIATION RIGHTS	3
ARTICLE IV	EMPLOYEE RIGHTS	4
ARTICLE V	MANAGEMENT RIGHTS	4
ARTICLE VI	GRIEVANCE PROCEDURES	4
ARTICLE VII	EMPLOYEE STATUS	6
ARTICLE VIII	WORKING CONDITIONS	7
ARTICLE IX	VACANCIES	8
ARTICLE X	LAY OFFS	8
ARTICLE XI	COMPENSATION	9
ARTICLE XII	PAYROLL DEDUCTIONS	10
ARTICLE XIII	PROFESSIONAL DEVELOPMENT	11
ARTICLE XIV	LEAVE BENEFITS	11
ARTICLE XV	INSURANCE BENEFITS	14
ARTICLE XVI	PAID HOLIDAYS	15
ARTICLE XVII	SEVERABILITY	15
ARTICLE XVIII	VACATIONS	15
ARTICLE XIX	RETIREMENT BENEFITS	16
ARTICLE XX	DURATION	16
	SIGNATURE PAGE FOR AGREEMENT	17
APPENDIX A	SALARY SCHEDULE	18
APPENDIX B	GRIEVANCE AND ARBITRATION FORMS	20

Preamble

This Agreement is entered into between the Brookline School Board (hereinafter referenced as the "Board") and the Brookline Education Support Staff Association, NEA-NH (hereinafter referenced as the "Association").

Article I. RECOGNITION

- A. The classifications listed will reflect those recognized in the certificate filed with the PELRB on February 28, 2002.
- B. The Association agrees to represent all personnel in the bargaining unit without discrimination and without regard to membership in the Association.
- C. "Staff Members" as referenced in this Agreement are those employees covered by the Agreement.

Article II. NEGOTIATIONS PROCEDURE

Negotiations shall be conducted in accordance with RSA 273-A.

Article III. ASSOCIATION RIGHTS

- A. The local Association shall have the right to post notices of activities on bulletin boards designated by the Administration, at least one of which shall be provided in each school building. The Association shall not post any material which, in the reasonable judgment of the Administration, is libelous, detrimental to the relationship between the parties, or is of an advertising or political nature.
- B. The local Association may use school mail boxes or school e-mail for communications to its members concerning Association activity.
- C. The local Association may have the reasonable use of school buildings during non-school hours for Association meetings, provided that any such use does not conflict with previously scheduled activities, and is in accordance with applicable Board policies. The Association, by its designated representative, will notify the Administration in advance of any such meeting(s), and must receive the prior approval of the Administration.

The Association shall pay for the costs incident to such use, including any cost associated with the use of District equipment and/or materials.

- D. State and National representatives of the Association may conduct Association business in school buildings, provided that notice has been given in advance to the Administration, that such business does not interfere with the operation of school programs, nor is disruptive to the operation of the school(s).

E. The local Association will be allowed sufficient time on the agenda of the opening day of school or welcoming ceremony to make a brief presentation.

**Article IV.
EMPLOYEE RIGHTS**

In accordance with Federal and State laws, the Board shall not illegally discriminate against any member of the bargaining unit.

A. All employees shall be in a probationary period for the first ninety (90) days of employment with the District. Following completion of the probationary period, employees shall be entitled to just cause as articulated in Article VIII.B.

**Article V.
MANAGEMENT RIGHTS**

A. Except as specifically limited by the express terms of this Agreement, the Board reserves the right to exercise management prerogatives to include, but not be limited to: unilaterally determine the standards of service to be offered by it; set the standards of selection of employees; select employees; direct and assign its employees; take disciplinary action; relieve its employees for lack of work or other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which its operations are to be conducted; determine the job classifications; allocate and reorganize positions and staffing; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the facilities, methods, means and technology of performing its work.

B. Nothing in this agreement shall require the District to keep offices open in the event of inclement weather, an emergency, or when otherwise prevented by an act of God. When the schools are closed to students due to the above conditions, employees shall not be required to report to their job assignments. However, if an employee is part of the Skeleton Crew, as defined by the Superintendent, the employee is required to report to work. Should a member of the Skeleton Crew not report to work, he or she will suffer loss of salary for actual hours missed, barring an exceptional circumstance waiver approved by the Superintendent. Skeleton Crew members may not use paid time off on these days, except in cases of absences pre-scheduled more than 48 hours in advance.

C. The Superintendent will notify the Building Administration if members of the Skeleton Crew are not required to report to work on an inclement weather or other emergency day. Such days will be paid at the employee's hourly rate for regularly scheduled hours.

**Article VI.
GRIEVANCE PROCEDURE**

A. Definition: For purposes of this Agreement, a grievance shall mean an allegation by a staff member that an express provision of this Agreement has been violated.

B. Purpose: The parties acknowledge that it is more desirable for a staff member and his/her immediately involved supervisor to resolve problems through free and informal communications. Grievances which are not satisfactorily settled in an informal way shall be reduced to writing. The written grievance shall state the specific alleged violation of this Agreement, and the relief which is being sought. See Appendix B. for grievance form to be utilized.

C. Right of Representation: A staff member shall, upon reasonable prior request, have the right to have an Association representative present during any step of this Procedure, provided that such Association representative is available in a timely manner.

D. Procedure: Grievances shall be handled in accordance with the following procedures:

Days: All references herein to "days" shall mean school days, unless otherwise specifically indicated.

Time Limit for Initiating Grievance: A grievance must be initiated by a staff member within 20 days of its occurrence.

Level One:

Within five (5) days of receipt of a formal grievance, the Building Principal shall meet with the grievant. Within five (5) days following this meeting, the Principal shall give his/her answer in writing. If the grievance is not settled at this level, it may be referred to Level 2 within five (5) days from the date of receipt of the answer.

Level Two:

Within five (5) days of a written appeal to this level by the grievant, the Superintendent will meet with the grievant. The Superintendent shall give his/her answer to the grievant within five (5) days of said meeting.

Level Three:

The grievant may appeal the Level Two decision to the School Board by giving written notice to the Board Chair, through the SAU 41 Office, no later than five (5) days from receipt of the Superintendent's answer at Level Two.

Within thirty days of an appeal to this Level, the Board shall meet with the grievant and hear the facts alleged in the grievance.

The Board shall issue its answer to the grievance no later than ten (10) days from the date of meeting with the grievant.

The decision of the Board shall be final and binding, subject to applicable legal avenues of review available to the grievant.

Level Four:

Advisory Arbitration

In the event that the grievant is not satisfied with the decision rendered by the Board at Level Three, the Association may request, within ten (10) days of receiving the Level Three decision, that the grievance be referred to advisory arbitration.

Upon receiving notice of referral to advisory arbitration, the parties shall attempt to agree upon an arbitrator. If the parties are unable to agree upon an arbitrator, they shall contact the New Hampshire Public Employee Labor Relations Board, who shall provide a list of potential arbitrators.

Upon selection of a mutually agreed upon arbitrator, the parties will schedule a date for arbitration. The arbitrator shall hear the grievance, but shall have no power or authority other than to interpret and apply the specific terms of this Agreement. He/she shall have no power to add to, subtract from, alter, or otherwise modify the terms of this Agreement.

The arbitrator shall submit a decision in writing to both the Board and grievant. The arbitrator's decision shall be advisory only.

Costs attendant to the arbitration, other than costs of representation, shall be borne equally by the parties

Exclusions:

Management prerogatives, as listed and referenced in this Agreement, as well as those listed in RSA 273-A., shall not be subject to this Grievance Procedure.

E. Waiver of Grievance: Failure at any step by the grievant to meet specified timelines shall cause the grievance to be forfeited. Failure at any step by the administration or Board to meet specified timelines shall allow the grievant to proceed to the next step of the procedure.

Notwithstanding the above, timelines contained in the Grievance Procedure may be extended, if done so in writing and by mutual agreement.

F. Summer Recess: In the event that a grievance is filed on or after June 1, the parties agree to make a good faith effort to reduce the time limits set forth herein so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable. During the summer recess, all time limits shall refer to normal business days (Monday through Friday, except legal holidays).

G. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

H. The parties agree that staff members covered by this Agreement shall enjoy freedom from restraint, interference, coercion, discrimination, or reprisal in presenting or appealing any grievance under this Article.

**Article VII.
EMPLOYEE STATUS**

(a) "Full-time" employees are those whose normal work week consists of thirty-one (31) hours or more.

(b) "Part-time" employees are those whose normal work week consists of less than thirty-one (31) hours, unless otherwise indicated in this Agreement.

(c) "Week" is defined as being Monday through Friday, unless a particular employee's normally scheduled work week is different.

(d) "Full Year" employees are those whose normal work year consists of 52 weeks inclusive of vacation and holidays.

(e) "School Year" employees are those whose normal work year is dependent on the school year calendar.

Article VIII. WORKING CONDITIONS

A. Full-time staff members are entitled to a thirty (30) minute duty-free lunch. **Work days and hours shall be explicit in each employee's Notice of Employment.**

B. A staff member shall have the right to request that a local Association representative be present during a meeting called for disciplinary purposes, or for other than disciplinary purposes, which becomes disciplinary during the course of the meeting. The Parties recognize that such meetings shall not be unduly delayed because of the unavailability of a local Association representative and no action shall be taken with respect to the employee until such representative of the Association is present. Evaluations, meetings to discuss the quality of work and discussions related to areas of needed improvement shall not be considered disciplinary unless disciplinary action is likely to occur. In all cases no Support Staff shall be disciplined without just cause.

C. The Board and Association agree that the responsibility for annual staff evaluation rests with the administration or supervisor and that the evaluation shall be completed by May 30th.

The written annual evaluation following Board policies will be reviewed with the staff member, and signed by both the staff member and the evaluator. The signature of the staff member indicates only that the staff member has seen and reviewed the formal evaluation report, and does not necessarily indicate agreement with the evaluation. A staff member who disagrees with an evaluation will be given the opportunity to submit a rebuttal, in writing, to be attached to the evaluation document.

D. No material shall be placed in a staff member's personnel file unless the staff member has had an opportunity to review such material. The staff member will sign the copy to be filed, with the expressed understanding that such signature in no way indicates agreement with the contents thereof. The staff member will also have the right to submit a written answer. To the degree protected by law, these provisions do not apply to material of a confidential nature acquired by the District when initially hiring a staff member.

Staff members shall have the right to, upon 24 business hours advance notice, review and make copies of any information in their personnel file, except confidential pre-employment references. Any staff member shall have the right to be accompanied by an Association Representative when inspecting their personnel file.

Access to staff members' personnel files will be limited to supervisory personnel within the District (including such persons employed or engaged by the District to carry out necessary or appropriate District functions), or as may be required by law.

E. Any Staff Member who substitutes for a teacher or Specialist (Art Teacher, Computer Teacher, Foreign Language Teacher, Music Teacher, or Physical Education Teacher) will be paid at the equivalent substitute rate or their current hourly rate, whichever is higher. An additional stipend of \$20 will be provided for a full day of substitute services and \$10.00 for a half-day of substitute services.

F. Hazardous Duties: In the event that the administration elects to require any staff member to perform any hazardous duties which necessitate the staff member use safety goggles, gloves, or other similar protective devices, the administration will provide same at no cost to the staff member.

G. **Each Paraprofessional will be paid to work the day before the first day of school for students.**

Article IX. VACANCIES

A. The Board shall post notices of bargaining unit vacancies within the District on a bulletin board at each of the schools at least ten (10) business days prior to the deadline for applications, except in cases of emergency. The posting shall state the specific position to be filled, the job qualifications, and other relevant terms of employment.

Staff members may apply for any of these vacancies. Current staff members who follow the procedures for applying for bargaining unit vacancies will be considered for said vacancies prior to the hiring of an outside candidate.

B. When a student of a one-on-one paraprofessional leaves the District, the paraprofessional will be given consideration on openings for which he/she expresses written interest, **via process established by the SAU**, to the Principal that occur during the remainder of that school year.

C. Final decisions on the filling of all vacancies shall be the **Superintendent's** Prerogative, and such decisions shall not be subject to the Grievance Procedure.

Article X. LAYOFFS

The School Board will:

1. Apply the reduction in force policy approved by the Board on April 13, 2010, known as Board policy GDQA.
2. Follow the policy during the term of this agreement; and
3. Make only such changes to the policy that are **either** the result of changes to the Federal or State law **or** such changes mutually agreed upon by the Board and Association.

**Article XI.
COMPENSATION**

A. Initial salary placement at the time of hiring shall be determined by the Superintendent, provided that a maximum of **seven (7)** years of appropriate experience may be recognized for salary purposes.

B. Job Categories:

Category 1 – Dishwasher

Category 2 – Food Service Worker

Category 3 - Head Cook

Category 4 –Paraprofessional

Category 5 - **Custodian (hired on or after July 1, 2018), Secretary**

Category 6 – **Custodian (hired prior to July 1, 2018)**

Category 7 –**Senior Secretary; Building Maintenance Supervisor**

C. Overtime shall be paid in accordance with law. Overtime must have the prior written approval of the staff member's immediate supervisor.

For any Full-Time employee: (1) any hours worked over eight (8) hours in one (1) day, or forty (40) hours in one week, the employee shall be compensated at the rate of one and one-half (1.5) times his/her regular hourly rate and; (2) for any hours worked over eight (8) hours in one (1) day or thirty-two (32) hours in one (1) week that contains a holiday, the employee shall be compensated at the rate of one and one-half (1.5) times his/her regular hourly rate. **Use of paid time off does not count towards overtime calculations.**

In the event that a Staff Member is called out to the school(s) when s/he is not normally scheduled to work, s/he shall receive compensation of two (2) hours pay, at his or her normal rate of pay, in addition to the actual time spent at the school(s), including travel to and from the school(s), at straight time, unless overtime rules as stated above apply.

D. Salary advancement will be credited at the beginning of a staff member's work year. **An employee commencing work prior to February 1st of the school year and working to the end of the school year shall receive a step increase for the following year. A staff member commencing work on or after February 1st in the school year shall not receive a step increase and shall remain at his or her current step rate, based on the relevant year pay grid as defined in Appendix A.**

E. STIPEND

A paraprofessional who is required to have and maintain student specific training or certifications as defined by a student’s plan and whose assignment to a student requires that paraprofessional to perform certain medically related tasks, or restraints (“Specified Personal Care Duties/Restraints”) all as anticipated and provided for in that student’s IEP, BIP and/or 504 plan (collectively referred to in this section as “Student Plan”), will be entitled to receive an hourly differential added to his or her hourly wage, for time that the paraprofessional is attending to that student, except in cases of instruction. There shall be four differential rates, according to the level, nature, and frequency of the Specified Personal Care Duties/Restraints, according to a rubric established and modified by District policy. The four hourly differential rates will be based upon

annualized levels of \$1,000, \$3,000, \$5,000 and \$6,500 for a 6.00 hour work day for the student days of the school year.

- Prior to the start of each school year, the Superintendent and the Director of Student Services will determine the differential rates appropriate for each existing Student Plan, and notify the respective paraprofessional of the differential level.
- Differential rates relating to specific students will be reviewed, and rates adjusted prospectively as Student Plans are developed and/or modified over the course of the school year.
- Any Special Education Classroom paraprofessional or Special Education Program paraprofessional who substitutes for a paraprofessional during time that the paraprofessional is regularly assigned Specified Personal Care Duties/Restraints, will receive the differential during that time.

The differential is paid only for time the paraprofessional (or substitute) is assigned to a student under the Student Plan, and the student and paraprofessional are in attendance. Such time will be indicated on the paraprofessional's time card.

F. Any paraprofessional who receives State Certification shall be entitled to an hourly wage adjustment as follows:

- Para-educator I: One dollar and fifteen cents (\$1.15) per hour.
- Para-educator II: One dollar and twenty-five cents (\$1.25) per hour (non-cumulative).

Any paraprofessional who holds or receives a Bachelors or higher in any field shall be entitled to an added hourly wage adjustment of two dollars and ten cents (\$2.10) per hour to the Appendix A rate (non-cumulative). Any paraprofessional who holds or receives a Bachelors or higher in the field of education or a NH Teachers Certification shall be entitled to an added hourly wage adjustment of three dollars and seventy cents (\$3.70) per hour to the Appendix A rate (non-cumulative). Requests for changes in pay as a result of certification and/or degrees must be made in writing to the Superintendent and shall include copies of valid certification or original (sealed, official) transcripts. Changes will be made effective in the pay period following receipt of the request, provided that sufficient documentation is included. Staff Members shall use the electronic professional development management system (PDMS) to accumulate and track their professional development and/or recertification hours. See Appendix A.

G. Salary Grid is in Appendix A.

Article XII. PAYROLL DEDUCTIONS

The Board agrees that upon receipt of written authorization thereof, signed by a staff member covered by this Agreement, it will deduct from the salary check of the staff member an amount specified by the Association to provide payment of dues for membership in the Brookline Education Support Staff Association, NEA/NH.

Such deductions will be forwarded to the Association Treasurer monthly. Dues deductions will commence as of the second payroll cycle after the start of school, dependent upon timely submission of deductions from the Association.

**Article XIII.
PROFESSIONAL DEVELOPMENT**

Full-time employees, and those part time employees whose normal work week is twenty (20) hour or more, will be eligible for reimbursement of pre-approved, job related courses, workshops, or conferences in an amount not to exceed \$600.00 per annum per said employee. There will be a maximum of \$90.00 allowed for travel expenses per occurrence. All courses, workshops, and conferences require prior administrative approval. Each staff member may be approved to attend in-service days. Administration may, at their discretion, grant additional available funds to be used by an employee for job-related courses, workshops, or conferences.

Courses, workshops or conferences must be successfully completed with a grade of "B" or better (or "pass" in a pass/fail course), certificate of completion or attendance certificate, as appropriate, in order to qualify for reimbursement. Reimbursement will made promptly in accordance with regular procedures upon receipt of the foregoing.

Staff members shall use the electronic Professional Development Management System (PDMS) to accumulate and track their recertification hours. The number of Staff Development hours accumulated, the amount needed for re-certification, and hours needed for completion of conditions of employment shall be updated to the electronic PDMS by the staff member. The administration will ensure that all in-district development activities are posted to the PDMS in advance of delivery. The responsibility for re-certification and completion of those conditions of employment still rests with the individual, who shall verify his or her own records.

**Article XIV.
LEAVE BENEFITS**

A. Sick Leave:

Each full-time employee will receive thirteen (13) days of sick leave per year, to a maximum accumulation of ninety (90) days. If an employee leaves the employ of the District, and has utilized more sick leave than he/she has "earned," a deduction will be made (based on earning 1.083 day for each month worked) from the employee's final paycheck.

Part-time employees, whose normal work week is twenty (20) hours or more, shall receive sick leave on a pro rata basis.

Sick leave may be taken on an hourly basis. Usage of sick leave shall be for the illness of the employee or any member of her/his immediate family. **“Immediate family” as used here, shall include spouse, son, daughter, father, mother, father-in-law, mother-in-law, sister, brother, or step-family of the employee, or any relative living in the immediate household of the employee.** If an employee is absent for three (3) or more consecutive days due to illness, the employee's immediate supervisor may request that the employee present a certificate from the employee's physician verifying such illness.

Current year sick leave (maximum 13 days) and not accrued sick leave may also be used when the staff member's absence is required due to illness of a member of his or her immediate family. "Immediate Family," as used here, shall be interpreted to include spouse, son, daughter, father, mother, brother, sister, of the Staff Member, or any relative living in the immediate household of the Staff Member." In exceptional circumstances, the Superintendent may approve a staff member's sick leave of other extended family members.

B. Sick Leave Bank:

The employer agrees to maintain a Sick Leave Bank to cover participating staff members in the event of an extended illness or disability.

The Sick Leave Bank **procedures** shall be **established and** administered by the Association, **with the approval of the Superintendent.**

The voluntary sick leave bank will be established for the benefit of those Support Staff members whose accumulated leave for illness becomes exhausted. Each Support Staff member who chooses to participate will contribute two (2) sick leave days upon their initial enrollment. The number of days in the Bank will be maintained at a minimum equal to four times the number of Support Staff members enrolled. When such Sick Leave Bank falls one (1) day below this minimum, the enrolled Support Staff members will donate one additional day. The number of days will carry from year to year. An enrolled Support Staff member may draw up to fifteen (15) days from the Bank upon application to the Association.

The bookkeeping of the Sick Leave Bank will be maintained by the office of the Superintendent. This Article is not subject to the grievance procedure, other than bookkeeping discrepancies.

C. Maternity Leave:

Up to forty (40) days of sick leave may be used for childbirth and recovery. Up to ten (10) days of the forty (40) days may be used prior to the due date with a physician's recommendation, or for a duration as is required by current law. Proof of recommendation is to be provided to the Superintendent's office prior to leave being granted.

D. Personal Leave:

Each full-time employee shall be granted three (3) personal leave days per year. Each part-time employee, whose normal work week is twenty (20) hours or more, shall receive two (2) personal leave days per year. Requests for personal leave shall be submitted **no later than** forty eight (48) hours in advance of the **start of the** requested leave, and must be approved/**denied** by the Principal or Superintendent **within forty-eight (48) hours of receiving the request.** In emergencies, the employee requesting leave shall give twenty four (24) hours' notice. **Requests for personal day(s) must be made in writing, utilizing the established SAU 41 electronic absence management system, as far in advance as possible, in order to allow the Principal or Superintendent forty-eight (48) hours to review and approve/deny the request.**

As a general rule, employees shall not be requested to state the reason for a personal day. However, if the personal day requested is for a day immediately preceding or following a scheduled holiday, school vacation, or personal vacation, a reason must be given for the personal leave request.

E. Bereavement Leave:

All employees who work twenty (20) hours or more shall receive five (5) days per year for bereavement of husband, wife, son, daughter, sister, brother, or mother ,father, **mother-in-law, father-in-law, or step family of the employee.** In addition, each employee shall be entitled to one (1) day bereavement for any other relative. **In exceptional circumstances, the Superintendent may approve an employee’s bereavement leave of other extended family members.**

F. Professional Leave:

Each full-time, and part-time employee whose normal work week is twenty (20) hours or more, may be granted one (1) day per year as a professional day upon the approval of their appropriate supervisor. Additional days may be granted with district administration approval.

G. Court/Agency Appearance:

Any employee required to be present in court or at a hearing before an administrative agency of the government shall be granted up to three (3) days of non-cumulative leave with pay per year. This limitation shall not apply to jury duty. The employee shall not be required to use another category of leave. This shall not be used for personal legal matters. The employee shall sign over to the district any fees received from the court/agency less expenses for travel.

H. Jury Duty:

Employees shall be granted leave with pay for Jury Duty. Employees must supply documentation to substantiate request for leave. All days must be submitted via electronic absence management system as far in advance as possible. The employee shall sign over, to the District, any fees received as a result of the jury duty, less expenses for travel.

I. Unpaid Leave:

Upon approval of the Board, a staff member may be granted up to one year of unpaid leave for purposes of child rearing, parental care, or spousal care. Where possible, the staff member will give at least sixty (60) days’ notice of informing the District of both the anticipated starting and ending dates of such leave.

Upon return, the staff member will be assigned to an equivalent position and retain all previously accrued benefits, including sick leave accumulation and seniority. If the unpaid leave includes less than ninety-five (95) work days in any school year, the staff member shall be given credit on the salary schedule for that year.

J. Attendance Bonus

At the completion of the school year, the District will make a supplemental payment to each staff member whose attendance record for the year is exemplary. The staff member will receive for a total days absent (excluding *vacation*, professional, personal and bereavement leave days) the following:

- For no more than 3 days absent: ½ days’ pay
- For no more than 2 days absent: 1 days’ pay
- For no more than 1 day absent: 1 ½ days’ pay
- For no days absent: 2 days’ pay

**Article XV.
INSURANCE**

Only full-time employees are eligible for coverage under this Article. Part-time employees will be allowed to purchase insurance at group rates.

A. Health Insurance:

The ABSOS20/401KDED-RX 10/20/45 plan will be the driver plan. The district will pay 100% of the premium cost of this plan for single, 2-person, and family for those on the plan. Current employees can also choose: BC3T10-RX10/20/45 OR AB10IPDED-RX10/20/45. The District will pay no more than 100% of the premium costs for the ABSOS20/401KDED-RX10/20/45 plan applied to these plans. For the family plans of these two plans, the District will pay 95% of the ABSOS20/401KDED-RX10/20/45 family plan.

Staff members with a start date on or after the effective date of this agreement, and staff members who are not receiving insurance through the district and have a qualifying event making them eligible for insurance, shall be offered the ABSOS20/401KDED-RX 10/20/45 only.

No co-coverage will be allowed. Additional plans may be added at the joint discretion of the school board and the Brookline Educational Support Staff Association.

If, as of July 1, 2022, no successor agreement has been reached and it is determined that continuing to offer any existing plans that will subject the District to the so-called “Cadillac Tax” under the Affordable Care Act, then the District may, at its option, cease to offer whichever of those plans that would be subject to the tax.

Upon retirement, an employee may continue participation in a group plan until eligibility for Medicare. The retiree shall be responsible for full payment of the premiums.

Any full-time staff member who is eligible for health insurance under this Agreement, who shows proof of otherwise being covered by a health insurance plan roughly comparable to any plan offered under this Agreement, and who does not elect to receive health insurance through the District for the fiscal year, and who remains employed by the district for the complete school year, shall receive additional compensation of \$2,000 (**less withholding**) from the District.

B. Life:

The Board shall provide a term life insurance policy, with a face value of the employee's annual salary. **Age restrictions may apply, subject to carrier limitations.**

C. Long Term Disability:

The Board shall provide the premium for a long term disability policy that provides 66 2/3 of monthly on terms specified by the carrier, with a ninety (90) day waiting period.

D. Dental:

The Board shall pay 80% of the dental. Details of coverage shall be according to the terms specified by the carrier.

E. If any of the regulations implementing the Patient Protection and Affordable Care Act result in a significant increase in the District's cost for health insurance, the District shall have the right to reopen negotiations only on the issue of health insurance.

**Article XVI.
PAID HOLIDAYS**

A. All full-time, school year staff members shall receive the same holidays scheduled by the Board as school holidays. Holiday pay will be paid on a pro-rated basis for part-time employees. Such time off shall be paid at the regular rate, provided that the staff member would have been scheduled to work for that day if it had not been a holiday.

B. Full-time, full-year staff members shall receive twelve (12) holidays with pay at the regular rate. School year staff members shall receive no less than nine (9) paid holidays.

C. In order to qualify for holiday pay, the employee must have worked the last scheduled work day before the holiday, and the first scheduled work day after the holiday, unless these days were bona fide sick, vacation, or personal days.

**Article XVII.
SEVERABILITY**

If any provision of this Agreement is found contrary to law, then such provisions will not be deemed valid and subsisting except to the extent permitted by law, provided, however, that all other provisions of this Agreement will continue full force and effect. The parties shall promptly renegotiate the subject matter relating to any provision found contrary to law.

**Article XVIII.
VACATIONS**

Each full-time, full year employees shall be eligible for vacation time as follows:

- **0-5 years: Equivalent of 10 days**
- **6-10 years: Equivalent of 15 days**
- **11+ years: Equivalent of 20 days**

Vacation time shall be computed as of each Staff Member's anniversary date.

Vacation time may be taken at times requested by the employee, subject to prior approval by the building principal(s), and subject to the need to maintain efficient operations, particularly in high impact times such as prior to the beginning of the school year, and at, and just after, the end of the school year. The District reserves the right to limit the number of employees who may be on vacation at any one time and to establish procedures for selecting vacations.

Up to one (1) week of vacation may be carried into a subsequent year, provided that said week must be utilized by June 30th of the next fiscal year. Earned vacation shall be paid in full at the current rate of pay to the beneficiary at death or the staff member at retirement or resignation, excepting only termination for cause.

Article XIX.
RETIREMENT BENEFITS

All full-time employees are eligible for participation in the NH Retirement System provided they meet the minimum state requirements.

Article XX.
DURATION

The provisions of this Agreement shall be effective as of *July 1, 2018*, and continue to remain in full force and effect until *June 30, 2022*.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 15th day of June, 2018.

For the Association:

Amy Fessenden 5/10/2018
Amy Fessenden
Association President

~~[Signature]~~ 3/22/18
~~James Beach~~
Negotiator

Dawna Bosquet
Dawna Bosquet
Negotiator

Dated: 6/15/18

For the Board:

[Signature]
Kenneth Haag
Negotiator for School Board

[Signature]
Erin Sarris
Negotiator for School Board

Dated: 6/15/18

Appendix A

Brookline Support Staff Salary Grid

- Category 1 – Dishwasher
- Category 2 – Food Service Worker
- Category 3 - Head Cook
- Category 4 –Paraprofessional
- Category 5 - Custodian (hired on or after July 1, 2018), Secretary
- Category 6 – Custodian (hired prior to July 1, 2018)
- Category 7 –Senior Secretary; Building Maintenance Supervisor

2018-19 Salary Schedule							
	Cat 1	Cat 2	Cat 3	Cat 4	Cat 5	Cat 6	Cat 7
Step 1	10.20	10.61	12.03	12.38	14.03	15.29	16.76
Step 2	10.53	10.98	12.45	12.83	14.51	15.84	17.35
Step 3	10.70	11.30	12.85	13.23	14.97	16.32	17.90
Step 4	11.00	11.62	13.22	13.61	15.39	16.78	18.40
Step 5	11.26	11.88	13.54	13.94	15.76	17.19	18.85
Step 6	11.53	12.12	13.81	14.22	16.10	17.55	19.25
Step 7	11.86	12.45	14.20	14.47	16.38	17.86	19.58
Step 8				14.67	16.62	18.12	19.86
Step 9				14.81	16.79	18.31	20.06
Step 10				15.39	17.44	19.00	20.84
Step 11				15.54	17.62	19.21	21.05
Step 12				15.95	18.01	19.62	21.52

2019-20 Salary Schedule							
	Cat 1	Cat 2	Cat 3	Cat 4	Cat 5	Cat 6	Cat 7
Step 1	10.43	10.85	12.30	12.66	14.34	15.63	17.14
Step 2	10.76	11.22	12.73	13.12	14.84	16.20	17.74
Step 3	10.94	11.56	13.14	13.53	15.31	16.69	18.30
Step 4	11.24	11.88	13.52	13.91	15.74	17.16	18.81
Step 5	11.51	12.15	13.84	14.26	16.11	17.57	19.27
Step 6	11.79	12.39	14.12	14.54	16.46	17.95	19.68
Step 7	12.21	12.83	14.63	14.80	16.75	18.26	20.02
Step 8				15.00	16.99	18.52	20.31
Step 9				15.14	17.17	18.72	20.51
Step 10				15.74	17.83	19.43	21.31
Step 11				16.01	18.01	19.64	21.53
Step 12				16.43	18.56	20.21	22.16

2020-21 Salary Schedule							
	Cat 1	Cat 2	Cat 3	Cat 4	Cat 5	Cat 6	Cat 7
Step 1	10.66	11.09	12.57	12.95	14.66	15.99	17.52
Step 2	11.01	11.47	13.02	13.42	15.18	16.56	18.14
Step 3	11.19	11.82	13.44	13.83	15.65	17.06	18.72
Step 4	11.50	12.15	13.82	14.23	16.09	17.54	19.24
Step 5	11.77	12.42	14.15	14.58	16.48	17.97	19.71
Step 6	12.05	12.67	14.44	14.87	16.83	18.35	20.12
Step 7	12.58	13.21	15.07	15.13	17.13	18.67	20.48
Step 8				15.34	17.37	18.94	20.76
Step 9				15.48	17.55	19.14	20.98
Step 10				16.09	18.24	19.87	21.79
Step 11				16.37	18.42	20.08	22.01
Step 12				16.93	19.11	20.82	22.83

2021-22 Salary Schedule							
	Cat 1	Cat 2	Cat 3	Cat 4	Cat 5	Cat 6	Cat 7
Step 1	10.90	11.34	12.86	13.24	14.99	16.35	17.92
Step 2	11.25	11.73	13.31	13.72	15.52	16.93	18.55
Step 3	11.44	12.08	13.74	14.14	16.01	17.45	19.14
Step 4	11.75	12.42	14.13	14.55	16.45	17.94	19.67
Step 5	12.04	12.70	14.47	14.91	16.85	18.37	20.15
Step 6	12.32	12.95	14.76	15.20	17.21	18.77	20.58
Step 7	12.95	13.61	15.52	15.47	17.51	19.09	20.94
Step 8				15.68	17.76	19.37	21.23
Step 9				15.83	17.95	19.57	21.45
Step 10				16.45	18.65	20.31	22.28
Step 11				16.74	18.83	20.53	22.51
Step 12				17.43	19.69	21.44	23.51

Pursuant to Article 11.F, the following differentials may be applied to hourly rates:	
Credential Differentials	
Para-Educator I:	One dollar and fifteen cents (\$1.15) per hour
Para-Educator II:	One dollar and twenty-five cents (\$1.25) per hour
Bachelors or Masters in any field:	Two dollars and ten cents (\$2.10) per hour
Bachelors or Masters in Education OR NH Teaching Certification:	Three dollars and seventy cents (\$3.70) per hour

Appendix B
Grievance Form

Copies to: 1. Staff Member(s) Immediate Superior; 2. Principal;
3. Superintendent; 4. Association

To: _____ Date: _____

From: _____ School: _____

Date of Grievance: _____

Statement of Grievance, including the specific violation or condition, will reference the specific Article of the Brookline Support Staff/Brookline School Board Agreement violated:

Relief Sought:

Signature

Date Received: _____

LEVEL 1

Submitted to:

Building Principal

Date Received: _____

Decision of Principal:

Signature

Date: _____

LEVEL II

Appealed Prior Decision to:

Superintendent of Schools
Date Received: _____

Decision of Superintendent:

Signature
Date: _____

LEVEL III

Submitted to Brookline School Board

Date Received _____

Decision of School Board:

Board Chair
Date

LEVEL IV

Request to Submit Decision in Level III to Arbitration:

Superintendent of Schools
Date Received _____

Association President
Date Received _____