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Agreement between

The Brookline School Board

and

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

July 1, 2007- June 30, 2010



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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.

Article V. MANAGEMENT RIGHTS

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.

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.

Effective, July 1, 2004, the following Level shall be added, which shall apply to grievances filed in accordance with this Article, after July 1, 2004:

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.

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 recognized that such meetings shall not be unduly delayed because of the unavailability of a local Association representative. Evaluations, meetings to discuss the quality of work and discussions related to areas of needed improvement shall not be considered disciplinary.

C. The Board and Association agree that the responsibility for staff evaluation rests with the administration.

A written 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 will not necessarily indicate agreement with it. 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.

E. *Any Staff Member who substitutes for a teacher or Librarian 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.*

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(s).

B. When a student of a one-on-one teaching assistant leaves the District, the assistant will be given consideration on openings for which he/she expresses written interest to the Principal that occur during the remainder of that school year.

C. Final decisions on the filing of all vacancies shall be the School Board's prerogative, and such decisions shall not be subject to the Grievance Procedure.

Article X. LAY OFFS

All matters relative to layoffs shall be handled via Board policy for the duration of this Agreement. The parties agree that during the first year of the Agreement, they will form a committee to study the various issues of layoff - and said committee shall make recommendations for inclusion of appropriate language in the subsequent Agreement.

Article XI. COMPENSATION

A. Initial salary placement at the time of hiring shall be determined by the Superintendent, provided that a maximum of five (5) years of appropriate experience may be recognized for salary purposes.

B. Job Categories:

Category 1 – *Part-time* Custodian; *Part-time* Food Service Worker

Category 2 - Uncertified Paraprofessional

Category 3 - Paraprofessional 1, either certified or with Associate's Degree in Education or Highly Qualified

Category 4 - Paraprofessional 2, with a BA degree in any field; Secretary

Category 5 - Paraprofessional 3, with a BA in education; *Full-time* Custodian and Head Cook

Category 6 - 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 all hours worked by a custodian over 32 hours in one (1) week that contains a holiday, the custodian shall be compensated at the rate of 1.5 times his/her regular hourly rate.

D. Salary advancement will be credited at the beginning of a staff member's work year.

E. *A paraprofessional for a medically complicated student may be eligible for a yearly stipend of up to \$5,000.00 at the discretion of the Superintendent.*

F. *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.

The Board agrees to deduct (from employees) authorized moneys to be transmitted to annuity companies and credit unions within ten (10) days.

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 allowed for travel expenses. All courses, workshops, and conferences require administrative approval.*

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.

Article XIV. LEAVE BENEFITS

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 deduct 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.

Usage of sick leave shall be for the illness of the employee or any member of her/his immediate household. 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.

Sick Leave Bank

The employer agrees to establish a Sick Leave Bank to cover staff members in the event of an extended illness or disability. The Sick Leave Bank shall be administered by a joint committee, hereinafter called the

"Administrative Committee," composed of two (2) members of the Association appointed by the President and a designee of the Board. Each member shall serve for one year and until a successor shall be appointed. A majority of the members present shall constitute a quorum and a majority vote of those present and voting shall decide all questions.

Each employee will donate two days from the ten (10) days that the employee is allowed to accrue in a one-year period to be deposited in said bank, such days to be deducted from the employee's annual sick leave. Employees may enroll as soon as they have a sick leave day to contribute.

Members shall become eligible to request extended benefits from the Sick Leave Bank, after an incapacitating illness or disability of thirty (30) calendar days, provided they have exhausted all of their accrued sick leave.

Upon presentation of satisfactory medical evidence of disability or illness to the Administrative Committee and approval by said Administrative Committee, a member may be granted up to thirty (30) additional days of sick leave.

Guidelines for application by a member to the Sick Leave Bank shall be determined by the Administrative Committee and published by said Administrative Committee. In the event the employer or the Superintendent questions a recipient's eligibility to receive sick leave benefits from the Sick Leave Bank, the employer may require proof that the recipient is eligible to receive such benefits as well as a physician's certificate certifying to the disability or illness of such recipient.

The total number of sick days in the "Bank" shall not exceed in any one calendar year a number equal to four (4) times the number of employees enrolled.

Personal Leave

Each full-time employee will 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 forty eight (48) hours in advance of the requested leave, and shall state the reason for the request. In emergencies, the employee requesting leave shall give twenty four (24) hours notice, and shall state the reason for the request.

Personal leave is subject to the prior approval of the building principal. Personal leave may not be used to extend a holiday, vacation, or a long

weekend, and must be of a nature that requires the employee to attend to a personal matter which must be attended to at a time when the employee would be required to work.

Bereavement Leave

Each full-time employee shall receive five (5) days per year for bereavement of husband, wife, son, daughter, sister, brother, or mother or father.

Each part-time employee whose normal workweek is twenty (20) hours or more shall receive five (5) days per year for bereavement of husband, wife, son, daughter, sister, brother, or mother or father. In addition, each employee shall be entitled to one (1) day bereavement for any other relative.

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.*

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.

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. No co-coverage will be allowed. *The following plans are available, at the specified contribution levels, subject to the dollar cap of \$900.00 per month for full time in the first year of this Agreement (2007/2008). For subsequent years, the Board agrees to add 66% of the yearly increase to the previous years cap up to the maximum co-payment amount in the table below. (See Example below.)*

<u>Plan</u>	<u>Single</u>	<u>Two Person</u>	<u>Family</u>
Blue Cross JY Managed Care	95%	95%	80%
Blue Choice	100%	100%	90%
Matthew Thornton Blue	100%	100%	90%

Example: In year 2007-2008, it is assumed an insurance plan with Blue Choice is \$1400.00. In 2007-2008 each full-time participant is eligible for \$900 of coverage from the Board. If in 2008-2009 the cost of the same plan increases to \$1568.00 (12% increase/\$168.00), the participant will be eligible for an additional coverage of \$111.00 (\$168.00x 0.66 = \$111.00) in addition to the established coverage of \$900 for a total coverage of \$1011.00 for full-time.

B. Life. The Board shall provide a term life insurance policy, with a face value of the employee's annual salary.

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 100% of the single premium for Northeast Delta Dental with the following coverages:

A-100% B-80% C-50% D-50%

Details of coverage shall be according to the terms specified by the carrier.

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 bonafide sick or vacation 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

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

Years of Service	Days	Earned per Month
1-5	10	0.83
6-7	12	1.00
8-10	15	1.25
11 and over	18	1.50

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 during the first two (2) months of the subsequent year, or it is forfeited.

Article XIX. JOB SHARING

The Board agrees to honor any job shares that currently exist, for the duration of this Agreement, and further agrees to form a committee with the Association to study this issue during the first year of the new agreement to make recommendations prior to bargaining for a subsequent Agreement.

Article XX. Retirement Benefits

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

Article XXI. DURATION

The provisions of this Agreement shall be effective as of July 1, 2007, and continue to remain in full force and effect until June 30, 2010.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

For the Association:

Amy B. Fessenden
President

Dated: 3/28/07

For the Board:

Don D. Eaton
Board Chair

Dated: 3/29/07

Appendix A Salary Grid

2007-2008

Step	Category					
	1	2	3	4	5	6
1	\$ 9.63	\$ 9.92	\$ 10.66	\$ 11.23	\$ 12.24	\$ 13.04
2	\$ 9.96	\$ 10.26	\$ 11.03	\$ 11.61	\$ 12.66	\$ 13.48
3	\$ 10.30	\$ 10.61	\$ 11.40	\$ 12.01	\$ 13.09	\$ 13.94
4	\$ 10.65	\$ 10.97	\$ 11.79	\$ 12.41	\$ 13.53	\$ 14.41
5	\$ 11.01	\$ 11.34	\$ 12.19	\$ 12.84	\$ 13.99	\$ 14.90
6	\$ 11.38	\$ 11.73	\$ 12.61	\$ 13.27	\$ 14.47	\$ 15.41
7	\$ 11.77	\$ 12.12	\$ 13.03	\$ 13.72	\$ 14.96	\$ 15.93
8	\$ 12.17	\$ 12.54	\$ 13.48	\$ 14.19	\$ 15.47	\$ 16.47
9	\$ 12.59	\$ 12.96	\$ 13.94	\$ 14.67	\$ 15.99	\$ 17.03

2008-2009

Step	Category					
	1	2	3	4	5	6
1	\$ 10.45	\$ 10.76	\$ 11.57	\$ 12.18	\$ 13.28	\$ 14.14
2	\$ 10.78	\$ 11.11	\$ 11.94	\$ 12.57	\$ 13.70	\$ 14.59
3	\$ 11.13	\$ 11.46	\$ 12.32	\$ 12.97	\$ 14.14	\$ 15.06
4	\$ 11.48	\$ 11.83	\$ 12.72	\$ 13.39	\$ 14.59	\$ 15.54
5	\$ 11.85	\$ 12.21	\$ 13.12	\$ 13.82	\$ 15.06	\$ 16.04
6	\$ 12.23	\$ 12.60	\$ 13.54	\$ 14.26	\$ 15.54	\$ 16.55
7	\$ 12.62	\$ 13.00	\$ 13.98	\$ 14.72	\$ 16.04	\$ 17.08
8	\$ 13.03	\$ 13.42	\$ 14.42	\$ 15.19	\$ 16.55	\$ 17.63

2009-2010

Step	Category					
	1	2	3	4	5	6
1	\$ 10.96	\$ 11.29	\$ 12.14	\$ 12.78	\$ 13.93	\$ 14.84
2	\$ 11.29	\$ 11.63	\$ 12.50	\$ 13.16	\$ 14.35	\$ 15.28
3	\$ 11.63	\$ 11.98	\$ 12.88	\$ 13.56	\$ 14.78	\$ 15.74
4	\$ 11.98	\$ 12.34	\$ 13.26	\$ 13.97	\$ 15.22	\$ 16.21
5	\$ 12.34	\$ 12.71	\$ 13.66	\$ 14.39	\$ 15.68	\$ 16.70
6	\$ 12.71	\$ 13.09	\$ 14.07	\$ 14.82	\$ 16.15	\$ 17.20
7	\$ 13.09	\$ 13.48	\$ 14.49	\$ 15.26	\$ 16.63	\$ 17.72
8	\$ 13.48	\$ 13.89	\$ 14.93	\$ 15.72	\$ 17.13	\$ 18.25

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 _____