Agreement between

The Brookline School Board

and

The Brookline Education Support Staff Association, NEA-NH

July 1, 2015 to June 30, 2018

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.

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 C. 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.

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.

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.

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 to the Principal that occur during the remainder of that school year.

C. Final decisions on the filling of all vacancies shall be the School Board'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 the result of changes to the Federal or State law and 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 five (5) years of appropriate experience may be recognized for salary purposes.

B. Job Categories:

Category 1 – Dishwasher
Category 2 – Food Service Worker
Category 3 - Part-time Custodian, Head Cook
Category 4 – Uncertified Paraprofessional
Category 5 - Paraprofessional 1, either certified or with an Associate Degree in Education or Highly Qualified
Category 6 – Paraprofessional 2, with a BA degree in any field; Secretary
Category 7 – Paraprofessional 3 with a BA in Education, Full-time Custodian
Category 8 – 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.

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

E. STIPEND

As this position has evolved since its inception, BESSA, the Superintendent and the Director of Student Services, have codified several aspects of the stipend pertaining to those paraprofessionals who assist medically complicated students per Article XI:E (Compensation) of the Brookline School District Support Staff Contract. Duties performed for a medically complicated student may include tube feeding, toileting, cleaning child after eating or use of bathroom, and other personal care activities a child is unable to perform without the direct, 1:1 assistance of an adult. This annual stipend (of up to $5,000), per Article XI:E (Compensation) is available to paraprofessionals who assist medically complicated students at the discretion of the Superintendent.

In order to facilitate and administer the stipends to be allocated, the following guidelines shall be used to determine individual stipends.

- By mid-September of the current school year, the Special Education Coordinator or building principal will submit to the Director of Student Services a list of personal care duties being performed.

- By early October of the current school year, the Superintendent and the Director of Student Services will determine the stipend amount for each Paraprofessional who assists medically complicated students.

- By mid-October of the current school year, building administrators, Paraprofessionals eligible for the stipend and BESSA will be notified of the respective stipends, in writing, from the Superintendent and/or Director of Student Services.

- One-half of the annual stipend will be paid (exclusive of the deductions for staff absences) on or before December 15th during the current school year.

- The remainder of the annual stipend will be paid (inclusive of the deductions for staff absences) on the first pay period in July following the current school year, unless or until the assigned student is officially withdrawn from SAU 41 school district. Upon the student's official withdrawal from the district, said Paraprofessionals shall receive the adjusted stipend amount on the first pay period in July, following the current school year.

- Paraprofessional stipends shall include attendance for any training days directly involving the assigned student.

- Paraprofessional stipends will be pro-rated daily based on the Paraprofessional's attendance including any necessary training days. Any day/s a Paraprofessional is absent from work due to illness, personal days, professional days, etc., that pro-rated amount will be deducted from the annual stipend. This deduction will occur in the second payment that is to be received in July, following the current school year.

- Any Special Education Classroom Paraprofessional or Special Education Program Paraprofessional who agrees to substitute for the above referenced absences and carries out the assigned Personal Care Duties will be compensated the per diem stipend rate, to be paid in total, in July following the current school year.

- If the personal care needs and/or attendance of the student should change significantly during the course of the current school year, the stipend amount may be adjusted accordingly per the Superintendent and/or the Director of Student Services.

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 $90.00 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.

The Superintendent's office will notify staff members annually, by August 31, or provide a means for Staff Members to access this information, pertaining to their re-certification dates, the number of staff development hours accumulated and the amount needed for re-certification. However, the responsibility for re-certification still rests with the individual, who should verify his or her own records.

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 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.

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.

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.

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 shall be administered by the Association.

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.

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.

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 forty eight (48) hours in advance of the requested leave, and must

be approved by the principal or superintendent. In emergencies, the employee requesting leave shall give twenty four (24) hours' notice.

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.

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 work week 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.

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.

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.

The MTBSOS20/401KDED-RX 10/20/45 will be the driver plan. The district will pay 100% of the premium cost (single, 2-person, family) of the MTBSOS20/401KDED-RX 10/20/45 for all members who choose to move to this plan. The Blue Choice and Matthew Thornton plans will continue to be offered as legacy plans. For those members who choose to remain on legacy plans the District will pay 100%/100%/95% of the current FY cost of the driver plan for each level of coverage, i.e. Single/Two person/Family as applicable to the level of insurance taken, towards those plans.

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.

MTBSOS20/401KDED-RX 10/20/45

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 during the 2014-2015 school year and have a qualifying event making them eligible for insurance, shall be offered the MTBSOS20/401KDED-RX 10/20/45 only.

For the 2015-2016 school year, during the first year of a staff member's enrollment in the MTBSOS20/401KDED-RX 10/20/45 , the District shall offer that staff member a one-time premium offset, for services performed from July 1 to December 31 of that year, as follows:

> ***Expenses not included are office co-pays, specialist visit co-pays, prescription co-pays, ER co-pays, or Durable Medical Equipment expenses.***
> ***The total offset shall not exceed $1,000 for staff members electing single coverage, $2,000 for staff members electing two-person coverage, and $3,000 for staff members electing family coverage.***
>
> ***To be eligible for the premium offset, proof of expenses shall be provided to the SAU 41 Business Office no later than February 15th of the first school year of enrollment in the plan.***
>
> ***The premium offset will be paid no later than May 30th of the first school year of enrollment in the plan.***
>
> ***For MTBSOS20/401KDED-RX 10/20/45 enrollees, the premium offset will be subject to tax withholding.***

If, as of July 1, 2018, 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 from the District.

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

E. Any full-time staff member who is eligible for health insurance 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 from the District.

F. 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

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

Years of Service	Days	Earned per Month
0-5	10	0.83
6-7	12	1.00
8-10	15	1.25
11 -14	18	1.50
15+	20	1.67

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, 2015***, and continue to remain in full force and effect until ***June 30, 2018***.

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

For the Association:

Amy B. Fessenden
Team Member

Dawne L. Bozzuto
Team Member

Team Member

Dated: 5/27/15

For the Board:

Board Chair

Negotiator for School Board

Dated: 5/27/15

Appendix A

Brookline Support Staff Salary Grid

Category 1 – Dishwasher
Category 2 – Food Service Worker
Category 3 - Part-time Custodian, Head Cook
Category 4 – Uncertified Paraprofessional
Category 5 - Paraprofessional 1, either certified or with an Associate Degree in Education or Highly Qualified
Category 6 – Paraprofessional 2, with a BA degree in any field; Secretary
Category 7 – Paraprofessional 3 with a BA in Education, Full-time Custodian
Category 8 – Senior Secretary; Building Maintenance Supervisor

SY15/16

Year 1

	Cat. 1	Cat. 2	Cat. 3	Cat. 4	Cat. 5	Cat. 6	Cat. 7	Cat. 8
Step 1	8.00	10.00	11.33	11.67	12.56	13.22	14.41	15.64
Step 2	8.27	10.34	11.74	12.09	12.99	13.68	14.92	16.19
Step 3	8.52	10.65	12.11	12.46	13.40	14.11	15.38	16.70
Step 4	8.76	10.95	12.45	12.82	13.78	14.50	15.81	17.17
Step 5	8.96	11.20	12.75	13.14	14.12	14.85	16.20	17.59
Step 6	9.14	11.42	13.02	13.40	14.41	15.17	16.54	17.96
Step 7	9.29	11.62	13.25	13.64	14.67	15.43	16.83	18.27
Step 8				13.82	14.86	15.66	17.07	18.53
Step 9					15.02	15.82	17.25	18.72
Step 10					15.62	16.43	17.91	19.45
Step 11						16.60	18.09	19.65
Step 12						16.81	18.31	19.88

Year 2 **SY16/17**

	Cat. 1	Cat. 2	Cat. 3	Cat. 4	Cat. 5	Cat. 6	Cat. 7	Cat. 8
Step 1	8.16	10.20	11.56	11.90	12.81	13.48	14.70	16.11
Step 2	8.44	10.55	11.98	12.33	13.25	13.95	15.22	16.68
Step 3	8.69	10.86	12.35	12.71	13.67	14.39	15.69	17.20
Step 4	8.94	11.17	12.70	13.08	14.06	14.79	16.13	17.69
Step 5	9.14	11.42	13.01	13.40	14.40	15.15	16.52	18.11
Step 6	9.32	11.65	13.28	13.67	14.70	15.47	16.88	18.50
Step 7	9.48	11.85	13.51	13.91	14.96	15.74	17.17	18.82
Step 8				14.10	15.16	15.97	17.42	19.09
Step 9					15.33	16.14	17.59	19.28
Step 10					15.93	16.76	18.27	20.03
Step 11						16.93	18.46	20.23
Step 12						17.15	18.68	20.48

Year 3 **SY17/18**

	Cat. 1	Cat. 2	Cat. 3	Cat. 4	Cat. 5	Cat. 6	Cat. 7	Cat. 8
Step 1	8.32	10.40	11.79	12.14	13.06	13.75	14.99	16.43
Step 2	8.60	10.76	12.21	12.58	13.52	14.23	15.53	17.01
Step 3	8.86	11.08	12.60	12.97	13.94	14.68	16.00	17.55
Step 4	9.11	11.39	12.96	13.34	14.34	15.09	16.45	18.04
Step 5	9.32	11.65	13.27	13.67	14.69	15.45	16.85	18.48
Step 6	9.51	11.88	13.54	13.94	14.99	15.78	17.21	18.87
Step 7	9.67	12.09	13.79	14.19	15.26	16.06	17.51	19.20
Step 8				14.38	15.46	16.29	17.76	19.47
Step 9					15.63	16.46	17.95	19.67
Step 10					16.25	17.10	18.63	20.43
Step 11						17.27	18.83	20.64
Step 12						17.49	19.05	20.89

Appendix B

Merit Based Pay Committee

A committee made up of two Association members, two Brookline School Board members, one administrator and facilitated by the Superintendent or designee, shall work in good faith to explore options for merit based pay, compensation and a bonus system.

Appendix C
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 _____

APPENDIX D

SIDE AGREEMENT BETWEEN THE SCHOOL BOARD OF THE BROOKLINE SCHOOL DISTRICT AND THE BROOKLINE EDUCATIONAL SUPPORT STAFF, NEA-NH

Effective **July 1, 2015**, the School Board (the "Board") for the Brookline School District ("BSD") and the Brookline Education Support Staff Association, NEA-NH ("BESSA"), agree as follows:

RECITALS

A. The Board and BESSA are parties to a collective bargaining agreement for the period July 1, 2015 – June 30, 2018 (the "2015-18 CBA").

B. During negotiations, the parties agreed that employees who were "off-step", that is, those employees who in their second or greater year on the highest step for their respective position categories, would receive increases to their respective hourly wages over the previous year's wages as follows:

Step 7 of Cat. 1-3 = 2% increase for each of the three years of the 2015-18 CBA;

Step 8 of Cat. 4 = 2% increase for each of the three years of the 2015-18 CBA;

Step 10 of Cat. 5 = 2% increase for each of the three years of the 2015-18 CBA;

Step 12 of Cat. 6-7* = 2% increase for each of the three years of the 2015-18 CBA;

Step 12 of Cat. 8* = 4% for 2015-16;
3% for 2016-17; and
2% for 2017-18.

C. The off-step increases were included in the parameters of the negotiated agreement ratified by both the Board and BESSA, and were approved by the BSD legislative body at its 2015 Annual Meeting as part of the projected costs for each of the three years of the 2015-18 CBA.

D. Through mutual mistake, the parties failed to include the above-described off-step increases in the final, signed copy of the 2015-18 CBA.

NOW THEREFOR, AND IN CONSIDERATION OF THE FOREGOING, the parties agree that Appendix A of the 2015-18 CBA is hereby modified and amended to include the following notations below the respective wage schedule for each year of the 2015-18 CBA:

Year 1 - SY15/16

Any employee who is on his/her second or greater year at the highest step for his/her position category (i.e., Cat.1-3 = Step 7; Cat. 4 = Step 8; Cat.5 – Step 10; and Cat. 6-

* The predecessor CBA (for the period 2013-14) included only six position categories, which had been labelled Cat.1-6. The 2015-18 CBA creates two new categories, numbered Cat. 1 and Cat. 2, with categories 1-6 of the 2013-14 CBA being renumbered in the 2015-18 CBA as categories 3-8.

8* = Step 12), shall receive an increase over such employee's 2014-15 hourly wage as follows:

Cat. 1-7 = 2%;

Cat. 8 = 4%.

Year 2 – SY16/17

Any employee who is on his/her second or greater year at the highest step for his/her position category (i.e., Cat.1-3 = Step 7; Cat. 4 = Step 8; Cat.5 – Step 10; and Cat. 6-8* = Step 12), shall receive an increase over such employee's 2015-16 hourly wage as follows:

Cat. 1-7 = 2%;

Cat. 8 = 3%.

Year 3 – SY17/18

Any employee who is on his/her second or greater year at the highest step for his/her position category (i.e., Cat.1-3 = Step 7; Cat. 4 = Step 8; Cat.5 – Step 10; and Cat. 6-8* = Step 12), shall receive an increase over such employee's 2016-17 hourly wage as follows:

Cat. 1-8 = 2%.

For the Association:

Amy B. Fessenden 6-23-2015
Team Member

Dawna Bosquet 6-24-2015
Team Member

6-24-15
Team Member

Date: June 24, 2015

For the Board:

Board Chair

Negotiator for School Board

Date: 6/23/15

Wjp:/BESSA neg14/SideBar 2015-6/Side Bar BESSA 2015-6-19 (Final2)