

MEMORANDUM OF AGREEMENT
BETWEEN
THE BROOKLINE SCHOOL COMMITTEE
AND
THE BROOKLINE EDUCATORS UNION-PARAPROFESSIONAL UNIT

March 3, 2017

The Brookline School Committee (“Committee”) and the Brookline Educators Union – Paraprofessional Unit (“Union”) collectively referred to as the “Parties”, agree to extend their 2014-2015 collective bargaining agreement (“CBA”) through August 31, 2016 except as modified by this Memorandum of Agreement. The parties agree to the following modifications:

1. Duration:
 - A. Article 1.1: Replace “August 31, 2015” with “August 31, 2016”
 - B. Revise the years above the signature lines in the contract to reflect the appropriate years.
2. Effective September 1, 2015, increase the hourly rates in Appendix A.2 by \$0.40 subject to the following:

Retroactive pay shall be limited to employees in the Paraprofessional Union as of the date of ratification in March of 2017. (Employees who have separated from employment or who are no longer in the Paraprofessional Union on such date of ratification are not eligible for retroactive pay.)

This Memorandum of Agreement is subject to ratification by the Union membership and approval by the School Committee.

Agreed to on the dates indicated below by the negotiating teams for:

Brookline School Committee

Brookline Educators Union – Paraprofessional
Unit

Date: _____

Date: _____

MEMORANDUM OF AGREEMENT
 BETWEEN
 THE BROOKLINE SCHOOL COMMITTEE
 AND
 THE BROOKLINE EDUCATORS UNION-PARAPROFESSIONAL UNIT

March 3, 2017

The Brookline School Committee (“Committee”) and the Brookline Educators Union – Paraprofessional Unit (“Union”) collectively referred to as the “Parties”, agree to extend their 2015-2016 collective bargaining agreement (“CBA”) through August 31, 2019 except as modified by this Memorandum of Agreement. The parties agree to the following modifications:

1. Duration:
 - A. Article 1.1: Replace “August 31, 2016” with “August 31, 2019”
 - B. Revise the years above the signature lines in the contract to reflect the appropriate years.

2. Appendix A.2

- A. Increase the salary schedules in Appendix A.2 as follows:

| <u>Effective Date</u> | <u>Increase*</u> |
|--|------------------|
| September 1, 2016 | 2% |
| September 1, 2017 | 2% |
| September 1, 2018 | 1% |
| 92 nd work day in the 2018-19 work year | 2% |

*Retroactive pay shall be limited to employees in the Paraprofessional Union as of the date of ratification in March of 2017. (Employees who have separated from employment or who are no longer in the Paraprofessional Union on such date of ratification are not eligible for retroactive pay.)

B. Salary Schedule 2:

- (i) Effective September 1, 2016: delete Step 1 in Salary Schedule #2. (As revised Salary Schedule #2 will start at Step 2.)
- (ii) Effective September 1, 2017 after the increase in Section A above has been applied, add a new Step 9 to Salary Schedule 2 as follows:

| <u>Step</u> | <u>No BA Degree</u> | <u>BA Degree</u> |
|-------------|---------------------|------------------|
| 9 | \$21.79 | \$22.54 |

- (iii) Effective September 1, 2018 after the increase in Section A above has been applied, add a new Step 10 to Salary Schedule 2 as follows:

| <u>Step</u> | <u>No BA Degree</u> | <u>BA Degree</u> |
|-------------|---------------------|------------------|
| 10 | \$22.45 | \$23.22 |

- (iv) Effective August 31, 2019, remove the “No Degree” column in Salary Schedule 2 and remove the label “Bachelor’s Degree” from the remaining column.

C. Specialized Program Differential:

Effective September 1, 2017, each paraprofessional assigned to one of the programs listed below shall have her/his hourly wage rate increased by one dollar (\$1.00) per hour for all hours worked in such program, such increase shall be referred to as the “Specialized Program Differential or “SP Differential”. The parties recognize that specialized training, certifications, and/or course work in specific areas such as cardiopulmonary resuscitation, restraint training, toileting training, medical equipment training/feeding training, ambulatory care training/mobility training, sign language, Applied Behavior Analysis, and Assistive Technology is generally required to work in the programs listed below. A paraprofessional must be assigned to one of the following programs to be eligible for the hourly differential:

- Adaptive Learning Center Program (ALC)
- Reaching for Independence Through Structured Education (RISE)
- Language & Academic Home Base (LAHB)
- Supportive Learning Center
- Therapeutic Learning Center (TLC)
- Community Based Classroom (CBC)
- ExCel Program

3. Effective September 1, 2016, replace Article 7.18B tuition reimbursement with the following:
Subject to the \$6,100 fund maximum per contract year, there is a limit of \$500 of reimbursement per contract year per paraprofessional who has completed at least one (1) full year of service in the Public Schools of Brookline and fewer than three (3) full years of service and there is a limit of \$750 of reimbursement per contract year per paraprofessional who has completed at least three (3) full years of service in the Public Schools of Brookline.
4. Article 4.1.C.v. (sick leave bank)
Amend subsection C.v. of Article 4.1 by replacing “for any reason other than illness” with “for any reason other than the employee’s illness or injury”.
5. Article 3.1
 - A. Section A
Add the following new paragraph to the end of Section A:
The Superintendent or his/her designee will endeavor to provide a paraprofessional with seven (7) calendar days’ notice when such paraprofessional’s hours will be changed during the work year.
 - B. Section D
Amend paragraph D of Article 3.1 by adding the following to the end of Section D: The Deputy Superintendent for Student Services may schedule all or part of such additional day(s) to be used for planning, training, review of IEP and/or 504 requirements for employees in positions covered by Salary Schedule 2.
6. Article 7.1
Add the following new section D to Article 7.1:

- D. Paraprofessionals in positions in Salary Schedule 2 who need guidance to address competing priorities from multiple teachers may consult with the following:
 - a. For paraprofessionals in K-8 buildings: the Early Childhood Coordinator or in the absence of the Early Childhood Coordinator, the Vice Principal
 - b. For paraprofessionals at the High School: the High School Special Education coordinator or in his/her absence, the Director of Special Education.

7. Article 6:

Add the following new section 6.5 to Article 6:

6.5 Time Recording System

Each employee shall accurately record his/her start time and end time each work day using the system determined by the Committee. The Committee has the right to change such time recording system from time to time and shall provide the Union with ten (10) calendar days' prior notice of each change and an opportunity to meet and discuss implementation and any necessary training.

- 8. Article 1.4: Remove the position of Application Support Specialist in the human resources department (currently held by C. Nilan) from the bargaining unit as a confidential employee and insert the following new paragraph at the end of Article 1.4A:

“The position of Application Support Specialist in the human resources department is a confidential employee and shall not be included in the bargaining unit.”

The Union acknowledges that the work performed by the Application Support Specialist will remain with Ms. Nilan in her new title as Human Resources Generalist.

9. Housekeeping changes:

A. Article 7.8 A

Amend Article 7.8 A. by replacing the first sentence with the following: The Human Resources Office will do an electronic posting and send a concurrent email notice to the BEU President of any vacancies in unit positions.”

B. Delete the second paragraph in Article 1.4A and Salary Schedule #13.

C. Delete Salary Schedules #10 and #12 and remove the titles from the Recognition clause.

D. Salary Schedules shall contain hourly rates for all schedules except Salary Schedule #17.

10. Job Security Labor-Management Committee

A Job Security Labor Management Committee, starting no later than September of 2017, shall be established to address layoffs, changes in schedules, and clarification of probationary language. If the Job Security Labor Management Committee comes to an agreement in the 2017-2018 school year on recommendations, the agreed-upon recommendations shall go the Parties for negotiations. There will be no changes to the Parties' collective bargaining agreement without a negotiated agreement and ratification by the Parties.

This Memorandum of Agreement is subject to ratification by the Union membership and approval by the School Committee.

Agreed to on the date(s) indicated below by the negotiating teams for:

Brookline School Committee

Brookline Educators Union – Paraprofessional Unit

Date: _____

Date: _____