

Brookline Educators Union

OFFICIAL FORM FOR SUBMITTING A GRIEVANCE - LEVEL ONE

This form is to be submitted to the principal, headmaster or immediate supervisor. Be sure to keep a copy for yourself and send copies to those listed in the cc: below

1. Name of aggrieved persons: [name(s)]
School: Every School Position: _____
Home Address: _____
Telephone Num: ()
2. Name of grievance team member filing grievance: Mark Goldner
3. Name of principal, headmaster or immediate supervisor:
Person(s): []
Position(s): Principal
4. State the date on which you became aware of the contract violation: Ongoing
5. Which part(s) of a contract or established policy was/were violated? (please be as specific as possible including which contract, which policy, section, and page number)

Unit A Contract

- Section 4.3 Teaching Hours and Teaching Loads
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- G. All teachers will have a 30-minute duty-free lunch period to be taken at the following times.
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- i. In the elementary schools, during the regular student lunch period of their grade level where practicable; and
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- ii. In the High School, in accordance with present practice.
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- H. Grades 9-12 teachers shall have a maximum of twenty (20) assigned instructional periods and four (4) periods of other assigned duties (one of which may be a homeroom), except as the BSC has previously voted otherwise.
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- The BSC may change the policy with respect to those teachers who currently receive .25 credits for each class taught notwithstanding the above provision of this section.
- Any such changes by the BSC will be in accordance with the letter from the BSC to the BEU dated February 27, 1992.
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- I. Effective through the end of the 2017-2018 school year:
- Each elementary teacher (K-5) will be scheduled for a daily preparation period. In a five-day week, at least four (4) of these preparation periods will be scheduled for at least forty (40) minutes in length, while the fifth will be scheduled for at least thirty (30) minutes in length. Such preparation periods are exclusive of the one-half (1/2) hour duty-free lunch period per day. The employee's supervisor shall have the responsibility to schedule preparation and lunch periods.
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- Effective at the start of the 2018-2019 school year, replace above paragraph with:
- Each elementary teacher (K-5) will be scheduled for a daily preparation period of at least forty (40) minutes in length. Such preparation periods are exclusive of the one half (1/2) hour duty-free lunch period per day. The employee's supervisor shall have responsibility to schedule preparation and lunch periods.
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- J. Teachers responsible for grades 6, 7 & 8 only, will have a minimum of five unassigned periods, exclusive of the one-half hour duty free lunch period per day and will usually be responsible for a homeroom.
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- K. Teachers of art, home economics, industrial arts, music, physical education and specialists (except nurses), and teachers responsible for instruction in more than one school in grades K-8 will have a minimum of five unassigned periods per week exclusive of the one-half (1/2) hour duty-free lunch period per day. The employee's supervisor shall have the ultimate responsibility for scheduling. If employed full-time and assigned to one school, then the employee may be responsible for a homeroom.
- Travel time, appropriate to the distance, will be given to teachers responsible for instruction in more than one school.
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And any and all other provisions as they may apply.

6. In the space below accurately describe the particulars of the grievance:

Because of overloaded scheduling, the educators have not been able to take their duty-free lunch and preparation period as required by contract. They have been told to figure out how to make this time available for themselves, when coverage has not been made available for such breaks to occur.

The BEU asks for the following remedy:

- Additional staff will be provided so that Ms. Cote can obtain her contractually-required lunch and prep periods.
- The administration shall show that the additional staff provided are not losing their own lunch or prep periods.
- Ms. Cote will be compensated for her time that has been lost during this school year for missed lunches and prep periods.
- A notice will be sent out encouraging paraprofessionals and Unit A staff to report when they have been unable to get their duty-free lunch and preparation period in the course of carrying out their responsibilities.
- Any other remedy or remedies that are mutually acceptable.

Signature: Aggrieved OR Grievance Team Member (circle one)

Date

cc: BEU Grievance Team
 Director of Human Resources

990916

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1. Name of aggrieved persons:

Paraprofessionals ...

2. Name of grievance team member filing grievance: ___Mark Goldner_____

3. Name of principal, headmaster or immediate supervisor:

Person(s): []

Position(s): Principal

4. State the date on which you became aware of the contract violation: Ongoing

5. Which part(s) of a contract or established policy was/were violated? (please be as specific as possible including which contract, which policy, section, and page number)

Para Contract

- Section 3.2 Meal Breaks

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A paraprofessional who is scheduled to work more than 6 hours per day shall receive a 30 minute duty-free unpaid lunch break, normally scheduled within 30 minutes before or after the aggregate lunch breaks for students. Subject to the operating needs of any school as may be determined by the building administrator or designee, a paraprofessional who is scheduled to work more than 5 hours per day may receive a lunch break.

By mutual agreement with his or her supervisor, a paraprofessional shall eat lunch at the workplace while on duty without a break, in which case such paraprofessional's scheduled quitting time for such day shall be 30 minutes earlier.

And any and all other provisions as they may apply.

6. In the space below accurately describe the particulars of the grievance:

Because of overloaded scheduling, the educators have not been able to take their duty-free lunch as required by contract. They have been told to figure out how to make this time available for themselves, when coverage has not been made available for such breaks to occur.

The BEU asks for the following remedy:

- Additional staff will be provided so that educators can obtain their contractually-required lunch.
- The administration shall show that the additional staff provided are not losing their own lunch or prep periods.
- The educators will be compensated for time that has been lost during this school year for missed lunches.

- Send out a notice encouraging paraprofessionals and Unit A staff to report when they have been unable to get their duty-free lunch and preparation period in the course of carrying out their responsibilities.
- Any other remedy or remedies that are mutually acceptable.

Signature: Aggrieved OR Grievance Team Member (circle one)

Date

cc: BEU Grievance Team
Director of Human Resources

990916