

Contract
between the
**Brookline School
Committee**
and the
Brookline Educators Union

2023-2026

PARAPROFESSIONAL UNIT

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CONTRACT

This contract, dated as of September 1, 2020 is between the School Committee of the Town of Brookline ("BSC") and the Brookline Educators Union ("BEU") on behalf of Paraprofessional Unit as described in Section 1.4 and is made by the parties pursuant to Chapter 150E of the General Laws

This contract includes Appendix A, which is attached hereto and made part hereof.

Article 1: Introduction

1.1 Overview and Commitment of Agreement

- A. This contract, effective as of September 1, 2020, is between the School Committee of the Town of Brookline and the Brookline Educators Union, Paraprofessional Unit and is made by the parties pursuant to Chapter 150E of the General Laws. This Agreement shall remain in effect until August 31, 2023.
- B. The purpose of this contract is to reduce to writing the agreements reached by the Committee and the BEU regarding salaries and conditions of employment; to ensure that the paraprofessional staff meets standards of performance satisfactory to the Committee; and to ensure the rights of the paraprofessional staff to be represented by the BEU in further discussions and/or negotiations between the parties concerning conditions of employment affecting individuals or groups of bargaining unit employees.
- C. The terms of this Agreement are in addition to such rights and obligations as may be applicable to the parties under federal, state, and local laws. In executing this Agreement, it is understood that neither the Committee nor the BEU has waived any rights accorded them under such laws.
- D. Savings. If any part or provision of this Agreement is found to be contrary to law, then such provision shall not be deemed valid and subsisting except to the extent permitted by law and the validity of any other part or provision shall continue in full force and effect.

1.2 Terms Used In This Agreement

Union - Brookline Educators Union ("BEU") representing the Paraprofessional Unit.

Benefit Day - A paid leave day.

Committee - School Committee of the Town of Brookline.

DECAP - Dependent Care Assistance Plan maintained by the Town of Brookline.

Domestic Partner - The definition of domestic partners shall be as provided by the prior Town Meeting vote, any subsequent Town Meeting vote or any subsequently applicable state law, and with the further understanding that the cost of premiums will be shared by the Town and the employee as otherwise may be applicable to individual or family coverage. Any adverse tax burden as may be imposed under federal or state law relating to the taxability of domestic partner health insurance coverage will be borne by the individual employee.

Employee - Individual working in a bargaining unit position; may also be referred to as "paraprofessional."

Employer - The Town of Brookline ("the Town"), the Brookline School Department ("BSD") and the Brookline School Committee (BSC") including the Superintendent, principals, and/or the Director of Human Resources.

Established Policy - Shall mean a policy that is or maybe established by the Committee and which may be changed by the Committee from time to time pursuant to the powers conferred upon the Committee by law and consistent with the Committee's obligations under G.L. c.150E.

Established Practice - A regular and consistent system-wide pattern of implementing a condition of employment, which practice became established after July 1, 1998 and which is not in conflict with a written provision of the Collective Bargaining Agreement.

Immediate Family - Father, mother, brother, sister, spouse or domestic partner, child, son-in-law, daughter-in-law or parent-in-law, whether or not such relative was a member of the paraprofessional's household; and any other relative who was a permanent member of the paraprofessional's household, or another person with whom said paraprofessional resided.

MEDCAP - Medical Care Assistance Plan maintained by the Town of Brookline.

School Year - Mandated student days plus two days.

Twelve Month Employee - An employee whose work year is 12 months, 52 weeks between July 1 and June 30.

Unit A Contract - Contract between the BEU and School Committee for Unit A.

Work Year - The expected duration of a year of work between July 1 and June 30 determined by annual appointment.

1.3 Grandfather Clause

An employee whose personal pay rate, sick days or "A" days effective on the date of signing this Agreement are higher than the negotiated job rates, sick leave days or "A" days shall retain such higher rate or benefits so long as such employee remains in the bargaining unit without being promoted to a higher paying position. Such employee will be required to comply with the contractual eligibility requirements for any particular sick day or "A" day.

1.4 Recognition

A. The Committee recognizes the BEU as the exclusive representative of a unit including After School Aide, Aide, Assistant System Manager, Athletic Aide, Attendance Supervisor, BEEP Aide, Occupational Therapist Assistants ("OTAs"), Data Analysis Specialist, Data Systems & Application Manager, System Substitute, METCO Bus Monitors, Parent Out-Reach Coordinator, Understanding Handicaps Coordinator, Early Childhood Aide, ELL Enrollment & Assessment Specialist, ESL Instructional Aide, Food Services Aide, Instructional Aide, Library Aide, METCO Aide, METCO Instructional Aide, METCO Tutor, Parent Liaison, Physical Therapist Assistant, Preschool Aide, Research Assistant, Security Aide, Systems Operator, Teachers Aide, Tech Support, Title

I Educational Aide, TK Aide, BHS Graphic Arts Publishing Center Coordinator, Senior Application Support Specialist, Webmaster, Teen Advantage Coordinator, Application Support Specialist, Tutoring Center Coordinator, Home/Community Liaison, Performing Arts Production Aide and Parent Outreach Coordinator, Step to Success Project Advisor, Step to Success Assistant Project Director, Mediation Coordinator, Special Education Budget Analyst, Tappan Security Monitor, Assistant to the Athletic Director, but excluding all other employees of the Committee as certified by the Massachusetts Labor Relations Commission in case number MCR-4504, and/or as may be amended by this Agreement or otherwise by mutual agreement of the parties from time to time, for purposes of collective bargaining with respect to wages, hours, standards of productivity and performance, and other terms and conditions of employment.

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

- B. Persons who work exclusively at homework centers are excluded from the bargaining unit. Work performed at such centers shall not be considered bargaining unit work unless such work is assigned to a paraprofessional as part of his or her job.
- C. Nothing herein shall restrict the School Committee from maintaining, expanding or adding to its intern, coop student, or other professional training programs nor from utilizing volunteers to perform any work whatsoever; provided that no bargaining unit employee is laid off and replaced by any such intern, coop student, other professional trainee or volunteer.

1.5 Subject to approval of the BEU- Unit A, the BEU may appoint a paraprofessional to serve as one or more of its representatives on the Working Group on Workforce Diversity and Underrepresented Staff provided for in Article 1.3 of the BEU Unit A collective bargaining agreement.

Article 2: School Committee Rights

The BEU recognizes that, under the laws of the Commonwealth of Massachusetts, the Committee has the responsibility for establishing policies for the schools and that its agents have the responsibility for carrying out the policies so established. The Committee retains those rights, powers and duties it now has, those that may be granted or have conferred upon it by the Commonwealth of Massachusetts, and such rights as are regularly and customarily exercised as prerogatives of the Committee. Except as specifically abridged or modified by a term of this Agreement, the exercise of the Committee's aforesaid rights shall be final and binding

Article 3: Work Schedule

3.1 Work Week and Work Days

- A. The number of hours in an employee's work week may vary during the work year depending on the assignment or position. An employee's hours may be increased or decreased during the work year with or without a change in assignment or position; provided the number of hours assigned to an employee for any work year will not be reduced after October 15.

Effective September 2012, employees will be provided with a written or email statement prior to the first day of school with the following information: assigned grade level(s), subject(s) or other assignment for the start of the school year, assigned school(s), salary schedule placement (step and lane), salary, and extra compensation where applicable and known.

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. The regular work week for a full-time paraprofessional shall be five days, a minimum of 37.5 hours. Part-time paraprofessionals may be scheduled to work fewer than five days per week and/or fewer than 37.5 hours per week.
- C. All aides who are paid on an hourly basis are required to remain in their school buildings on Early Release days, until such time as they regularly would cease working. Employees will be paid for all such hours and will be assigned tasks by the building principal or his or her designee.

Effective September 1, 2021, notwithstanding the prior two sentences, paraprofessionals will be given the option to leave after student dismissal has been completed on early release days with a loss of pay for that time, provided that the paraprofessional has obtained the prior permission of the principal/supervisor. However, leaving early is not permitted on early release days when there is training or professional development scheduled for paraprofessionals.

- D. Effective July 1, 2023, the Superintendent may require, on a year by year basis, some or all employees to work one (1), two (2), three (3), or four (4) days in addition to the number of days in the work year(s) described in Appendix A.2. These additional day(s) may be scheduled up to two weeks prior to the start of the school year for students and may be used for training/professional development purposes. Current employees required to work these days will be notified in writing no later than June 15* of the prior school year, and the School Committee/designee will notify the Union. Employees required to work an additional day/days shall be paid at their straight time hourly rate for work on such additional day/days at the rate in effect for the school year beginning September 1 and the provisions of Article 3.3 shall not be applicable to such additional days. An employee required to work the above referenced additional day(s) may be excused from attending one or more of the days for extraordinary circumstances by the Deputy Superintendent of Student Services. The Deputy Superintendent for Student

Services/designee 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 or Salary Schedule 2A.

*For the 2023-2024 work year, notice may be made no later than June 30, 2023 and shall not exceed 3 additional days.

- E. Effective September 1, 2022, a paraprofessional who has the prior approval of the building principal/head of school or designee to work as a substitute teacher for all or part of the school day shall receive the following differential in addition to the paraprofessional's regular rate of pay:

For more than 25 minutes but less than or equal to 3 hours on a school day: \$20.00

For more than 3 hours on a school day: \$40.00

The substitute teacher role includes the function of providing direct instruction to students in replacement of the classroom teacher. Substitute teaching does not include supervising students on job/internship sites, proctoring exams, assessments, or other academic support, or supervision of students while the teacher is temporarily absent from the classroom. The differential does not apply to times when students are not in the classroom with the paraprofessional/substitute teacher such as during lunch, scheduled prep periods, when students are at specials. With the approval of the building principal, a paraprofessional who is regularly assigned to a classroom shall have the right of refusal to substitute in the absence of the classroom teacher. When working as the substitute teacher, the paraprofessional is not expected to be working as the paraprofessional in the classroom at the same time.

- F. Effective September 1, 2022, A paraprofessional who is assigned by the building principal/head of school to cover for a paraprofessional on a higher pay schedule shall receive pay at the higher pay schedule (but not a higher step) for each hour or more that such paraprofessional works in the higher pay schedule.

3.2 Meal Breaks

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.

Effective September 1, 2021, the following sentence replaces the first sentence in Section 3.2: “A paraprofessional who is scheduled to work more than 6 hours per day shall receive a 30 minute duty-free unpaid lunch break, which, for paras who are required to drop off and/or pick up a student(s), begins when the student(s) is dropped off and ends when the student(s) is picked up. This lunch break is normally scheduled within 30 minutes before or after the aggregate lunch breaks for students.”

3.3 Overtime

- A. Employees who are approved to work outside of their regular starting and quitting times or outside of their regular work days up to 40 hours in a work week may be granted compensatory time off at straight time. An employee who is granted compensatory time off must be permitted to take such time off within fourteen (14) calendar days.
- B. Employees who are approved to work in excess of their regular work week and who are not granted compensatory time off at straight time as provided under Section 1 shall be paid overtime in money at straight time for hours worked up to 40 in any work week and at time and one half for hours worked in excess of 40 in any work week.
- C. Paid leave shall not constitute time worked for the purpose of calculating overtime.

3.4 Holidays

- A. When a 12-month paraprofessional is required to work on a holiday which falls on his/her scheduled work day, such work will be paid at "double time", including the regular day's pay plus an extra day's pay as a premium for the holiday worked. When a 12-month paraprofessional is required to work on a holiday which falls on his/her scheduled day off, such work will be paid at "double time" in compensation for the lost day off and as a premium for the holiday worked. Overtime pay shall not be pyramided with holiday pay.

B. List of Holidays for 12-Month Paraprofessionals covered by Salary Schedule #7, #9, #9A and #17:

New Year's Day	Independence Day
Martin Luther King, Jr. Day	Labor Day
President's Day	Columbus Day/ Indigenous People's Day
Patriot's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Juneteenth	Christmas Day

- C. The following paragraph is effective through August 31, 2024. Holidays for Paraprofessionals Covered by Salary Schedules #2, #2A, #3, #4, #5, #6, #8, #10, #11, #12, #13, and #14 of Appendix A.2 who have worked for the Public School of Brookline in the BEU-paraprofessional unit for at least one full work year (effective September 1, 2012).

Paraprofessionals Covered by Salary Schedules #2, #2A, #3, #4, #5, #6, #8, #10, #11, #12, #13, and #14 of Appendix A.2 who have worked for the Public School of Brookline in the BEU-paraprofessional unit for at least one full work year shall receive commencing in their second year of employment, the following six (6) paid holidays at straight time pay for the number of hours such paraprofessional is regularly scheduled to work:

Columbus Day	Martin Luther King Jr. Day
Veterans' Day	Presidents' Day
Thanksgiving Day	Memorial Day
Juneteenth when the work year extends beyond the day that Juneteenth is celebrated	

The above paragraph is replaced with the following, effective September 1, 2024:

Holidays for Paraprofessionals Covered by Salary Schedules #2, #2A, #3, #4, #5, #6, #8, #10, #11, #12, #13, and #14 of Appendix A.2.

Paraprofessionals Covered by Salary Schedules #2, #2A, #3, #4, #5, #6, #8, #10, #11, #12, #13, and #14 of Appendix A.2 shall receive commencing in their second year of employment, the following paid holidays at straight time pay for the number of hours such paraprofessional is regularly scheduled to work:

Columbus Day/Indigenous People's Day	Martin Luther King Jr. Day
Veterans' Day	Presidents' Day
Thanksgiving Day	Memorial Day
Juneteenth when the work year extends beyond the day that Juneteenth is celebrated	Lunar New Year when it falls on a Monday, Tuesday, Wednesday, Thursday or Friday.

3.5 Building Emergencies, Closings, Cancellations and Late Openings

- A. If a paraprofessional who reports to work as scheduled is released early before the regular quitting time because a building is closed by an act of God or other emergency; or if the Administration announces through the media an unscheduled late opening or a cancellation on account of a snow storm or other emergency, a paraprofessional shall not lose pay for the work day or for the unworked portion thereof if compensatory work time is not scheduled.
- B. A 12-month paraprofessional may elect to work on a "snow day" or other cancellation day and be paid at straight time. Such employee who reports for work but cannot gain access to his/her assigned building after having made a reasonable effort to do so will not lose pay for such day. A 12-month paraprofessional who elects not to work on such day may elect to use an "A" day or a vacation day; or not work such day and not be paid.

3.6 Professional Development Day

Beginning in the 2004-2005 school year, an additional day will be scheduled into the calendar for all non year-round employees for the purpose of professional development. The activities for this day will be planned by the Deputy Superintendent for Teaching and Learning in collaboration with the Professional Development Council. This additional day shall be reflected in the number of days listed in all non year-round salary schedules in Appendix A.

Article 4: Benefit Days

- A. Paraprofessionals whose regular work week is less than 12 hours shall not be eligible for benefit days. The special provisions of Section 4.3 supersede any contrary provision in Section 4.1 or 4.2.
- B. FMLA benefits will apply to members of the bargaining unit who are regularly scheduled to work 0.5 FTE or greater. Leave time granted hereunder will be credited against any federal or state requirements such as the federal Family and Medical Leave Act.

4.1 Sick Leave and FMLA

- A. **Sick Leave.** All twelve-month paraprofessionals will be credited with 12 days of sick leave as of July 1. Effective September 1, 2010, all ten-month paraprofessionals will be credited with 11 days of sick leave as of the first official day of each school year. Paraprofessionals who work fewer than 7.5 hours per day and/or fewer than 5 days per week shall be credited with proportionate sick leave. Paraprofessionals who begin work after September shall be credited with sick leave proportionately at the time their work year begins.

Any paraprofessional who is on unpaid leave for more than one-half (1/2) of the work year will be credited with sick leave proportional to the time paid. However, if a paraprofessional is on leave for more than one-half (1/2) of the work year for the convenience of the Public Schools of Brookline, s/he shall receive the full sick leave benefit.

Unused sick leave shall accumulate from year to year.

Effective at the start the 2021 – 2022 work year, replace the first two sentences of paragraph 1 of Section 4.1(A) with the following: “All 12-month paraprofessionals will be credited with 14 days of sick leave as of July 1. All 10-month employees will be credited with 12 days of sick leave as of the first official day of the school year.”

B. Family and Medical Leave

- i. FMLA benefits will apply to members of the bargaining unit who are regularly scheduled to work 0.5 FTE or greater. The FMLA “year” shall be a rolling 12-month period.

- ii. A school-year employee may use up to 10 of his/her earned but unused paid sick leave days per year for a serious health condition of a family member as defined in the FMLA (spouse, child, parent) or of any other relative who is a permanent member of the employee's household or a domestic partner of such employee or for the birth or adoption of a child. Twelve-month employees may use 12 days for the purposes described above. Only employees eligible for FMLA, as provided for in Article 4.1, Section B under this contract, can use their paid FMLA days for any of the above-stated reasons.
- iii. A school-year employee may use up to 4 of the 10 days described above (for twelve-month employees: 5 of the 12 days) (and/or administrative leave days under 4.2) in case of illness of such family member or other relative which is less than a "serious health condition." If the family member who is ill does not reside in the employee's household, it is expected that such leave will be utilized for the purpose of providing needed care and/or attendance to such person where such care is not otherwise available. All employees, regardless of FMLA eligibility, are eligible for the use of these days.
- iv. If an employee is eligible to use 10 paid FMLA days for the birth of a child pursuant to this article, earned but unused sick leave days can be taken subsequent to any sick leave taken for the birth mother's period of disability.

C. Sick Leave Bank

i.

Effective September 1, 2023, subject to paragraph ii below, bargaining unit employees will be eligible to participate in the existing Unit A and B sick leave bank. Such bank will continue to be administered by the sick leave bank committee consisting of four members, two designated by the BSC and two designated by the BEU.

- ii. Bargaining unit members who become eligible for sick leave bank shall be automatically enrolled in the Bank unless s/he provides written notice (or via e-mail) of her/his election not to join the Bank to the Director of Human Resources by October 15th. Such employee's "opt-out" of the Bank shall continue from year to year unless s/he provides written notice (or via e-mail) to join the Bank to the Director of Human Resources by October 15th of a subsequent year. If a bargaining unit employee becomes eligible for participation in the sick leave bank at any point after the opening of school, s/he will be enrolled in the bank unless s/he indicates in writing (or via e-mail) to the Director of Human Resources within 30 days of becoming eligible that s/he does not wish to join the Bank.

Once enrolled, a day will be automatically deducted each year unless the employee resigns from the bank in writing (or via e-mail) to the payroll office with a copy to the Human Resources Office. Only employees who deposit time in the bank are permitted to withdraw from the bank. In addition to the days donated by Paraprofessional Unit members, Paraprofessional Unit employees may access days in the Unit A and B sick bank.

- iii. All requests for withdrawal from the bank must be accompanied by the reason and approved by the Sick Leave Bank Committee. The number of days requested from the bank must be specified at the time of the initial request. Any request for extension of days after the initial request from the bank will be reviewed by the Sick Leave Bank Committee and granted accordingly. The Sick Leave Bank Committee may request an attending physician's statement regarding the nature of the illness of the applicant and the anticipated period of absence.
- iv. The borrower is required to repay 25% of the number of days. This amount may be adjusted by the Sick Leave Bank Committee dependent upon the total days available in the bank. In the event of a new contract and/or an extension of the existing one, the balance of days in the Sick Leave Bank are to be carried over to succeeding contracts.
- v. No days may be withdrawn from the Sick Leave Bank for use for any reason other than the employee's illness or injury. Days may not be withdrawn to permit an employee to stay at home for other members of a family.
- vi.

Effective September 1, 2023, during the first year of membership in the Sick Leave Bank, a paraprofessional may not withdraw more than 60 days. Starting in the second year of membership and each year thereafter, a paraprofessional may not withdraw more than ninety (90) days from the Sick Leave Bank per school year.

- vii. Subrogation. An employee who requests sick leave bank days shall be required, as a condition of receipt of such days, to agree in writing to repay the total cost of such days to the Public Schools of Brookline if and when such an employee collects damages from a third party for his/her illness/injury where such illness/injury was the reason provided in accordance with Paragraph iii. of Section 4.1.C and resulted in the need for such sick leave bank days. For any funds recovered, the appropriate number of sick leave days will be restored to the sick leave bank.

4.2 Medical Documentation Protocols

- A. **Health Care Provider's Letter.** If requested by the Director of Human Resources, the employee shall furnish a letter from a health care provider. Generally, this note is not requested until after the fourth consecutive day of absence. This letter should state the nature of the illness and the anticipated period of absence.
- B. **DOL Form.** If the Superintendent or his/her designee, applying reasonable standards, finds the health care provider's letter to be insufficient, the employee shall present the health care provider's findings as soon as is reasonably possible using the United States Department of Labor's Certification of Health Care Provider form.

- C. **Permission for Consultation.** If the employee submits a complete DOL form signed by the health care provider, the Superintendent or his/her designee may not request additional information from the employee's health care provider. However, the Superintendent or his/her designee, applying reasonable standards, may have a health care provider representing the BSC contact the employee's health care provider, with the employee's permission, for purposes of clarification and authenticity of the medical certification. The employee gives such permission via e-mail or by a hard copy with signature and date. Refusal to give permission will result in no sick leave benefit.
- D. **Second opinion.** If the Superintendent or his/her designee has reason to doubt the validity of a medical certification, the Superintendent or his/her designee may require, in writing, the employee to obtain a second opinion at the BSC's expense. The Superintendent or his/her designee is permitted to designate the health care provider to furnish the second opinion, but the selected health care provider may not be employed on a regular basis by the BSC. Any contacts under this paragraph between the Superintendent or his/her designee or its health care provider and the designated second opinion health care provider shall be in writing.
- E. **Third opinion.** If the opinions of the employee's and the BSC's designated health care providers differ, the Superintendent or his/her designee may require the employee to obtain certification from a third health care provider, again at the BSC's expense. This third opinion shall be final and binding. The third health care provider must be designated or approved jointly by the Superintendent or his/her designee and the employee. The Superintendent or his/her designee and the employee must each act in good faith to attempt to reach agreement on whom to select for the third opinion provider. If the Superintendent or his/her designee does not attempt in good faith to reach agreement, the Superintendent or his/her designee will be bound by the first certification. If the employee does not attempt in good faith to reach agreement, the employee will be bound by the second certification. Any contacts under this paragraph between the Superintendent or his/her designee or its health care provider and the designated third opinion health care provider shall be in writing.
- F. **Additional rules for 2nd and 3rd opinions**
- i. Pending receipt of the second or third medical opinion, the employee is provisionally entitled to the sick time. If the certifications do not ultimately establish the employee's entitlement to the sick time, the sick leave shall be treated as unpaid leave and the employee shall be required to repay any pay received during the period of provisional entitlement.
 - ii. If the Superintendent or his/her designee requires the employee to obtain either a second or third opinion the BSC must reimburse the employee for any reasonable "out of pocket" travel expenses incurred to obtain the second and third medical opinions. The Superintendent or his/her designee may not require the employee to travel outside normal commuting distance for purposes of obtaining the second or third medical opinions except in very unusual circumstances.

- iii. Copies of 2nd and 3rd opinions received by the Superintendent or his/her designee are to be mailed to the employee within two business days of the receipt by the Superintendent or his/her designee.

G. Files of Medical Documentation. Any and all medical information provided by an employee and/or his/her medical care professional and/or any medical care professional contracted by the BSC (or by the BSC and the employee jointly) shall be held as strictly confidential and placed in a medical file separate from the employee's personnel files. Physical access to these files shall be limited to the employee, the Superintendent and the Director of Human Resources and their respective confidential secretaries. Both parties reserve all rights under law with respect to privacy of medical information.

4.3 Administrative Leave ("A" Days)

A. Each paraprofessional shall be entitled to receive two paid "A" days each school year (three paid "A" days for 12-month employees). "A" days may not be accumulated. The paraprofessional is required to state on the regular form the specific reason for taking such leave. Such leave shall be taken only for important personal business that cannot be conducted outside of the work day and not for vacation or recreation. Except for 12-month employees, "A" days shall not be taken on the work day immediately before or after a holiday or intersession. Except in emergencies, each person requesting leave pursuant to this section shall so notify the Superintendent at least five school days before the date on which the leave is to be taken or to commence. If the Superintendent or designee determines that such person's absence in accordance with the notice would seriously jeopardize the normal functioning of the school system, the Superintendent or designee may instruct the person not to take the leave at the time proposed. Any employee may be required to meet with his/her supervisor(s) regarding a pattern of use of administrative leave days and/or potential misuse of administrative leave days. The supervisor will address any determination of misuse through appropriate discipline.

Effective at the start of the 2021 – 2022 work year, amend the first sentence as follows
“Each paraprofessional shall be entitled to receive four paid “A” days each school year (four paid “A” days for 12-month employees).”

- B. Any paraprofessional who is on unpaid leave for more than one-half (1/2) of the work year will be credited with administrative leave proportional to the time paid. However, if a paraprofessional is on leave for more than one-half (1/2) of the work year for the convenience of the Public Schools of Brookline, s/he shall receive the full sick leave benefit.
- C. If at the end of any work year a paraprofessional has unused Administrative Leave days, such days shall be converted to sick leave.

4.4 Sick Days and A Days for Substitute Personnel

Substitute dispatchers may be granted paid sick leave or administrative leave subject to the approval of the Superintendent or designee. System substitutes shall be credited with 5 sick days as of the first official day of each school year, accumulative, and will be entitled to receive one paid "A" day each school year.

If at the end of any work year a System Substitute has unused Administrative Leave days, such days shall be converted to sick leave.

4.5 Bereavement

A paraprofessional shall be granted paid bereavement leave for not more than five days (not necessarily in succession) on account of the death of a member of the paraprofessional's immediate family. A paraprofessional shall also be granted paid bereavement leave not to exceed one day to attend the funeral of a first cousin, grandparent, grandchild, brother-in-law, sister-in-law, aunt, uncle, nephew or niece. For the purpose of this section, domestic partners shall be treated on the same basis as a spouse.

4.6 Vacation Leave

A. Twelve-month employees shall earn annual paid vacation leave in accordance with the following schedule:

0 - 3 Years:	18 Days
3 + Years:	23 Days

B. Annual vacation leave shall accrue monthly pro rata and may be accumulated up to 1.5 times the number of vacation days which may be earned during a vacation year (July 1 to June 30). An employee who terminates employment prior to June 30 of any vacation year shall be entitled to prorated vacation leave for that year.

C. Requests by 12-month employees for vacation weeks shall normally be submitted by the employee for approval and scheduling by the School Department at least one month in advance. Approval or non-approval will be communicated within 5 working days after receipt of the submission. Individual vacation days may be approved on short notice. An employee who through no fault of his/her own is unable to take his/her vacation leave prior to June 30 and, but for this sentence, would lose such vacation leave, shall be allowed to roll over such leave temporarily in excess of his/her "1.5" allowance but in no event beyond six months (the next December 31).

During the rollover period it shall be the joint responsibility of the employee and his or her supervisor to ensure that the excess vacation leave is scheduled and used prior to December 31. Any unresolved dispute over the scheduling of such vacation time shall be jointly reviewed by the BEU and the Director of Human Resources on an expedited basis.

4.7 Child-bearing Leave

A. It is agreed that the Family and Medical Leave Act ("Act") and the Massachusetts Maternity Leave Act applies to employees in the bargaining unit. The Family and Medical Leave Act shall apply to employees who are regularly scheduled to work 0.5 FTE or greater.

B. Summer births

- i. **Sick Days.** An employee granted child-bearing leave is paid via use of sick days only when the employee is actually incapacitated and unable to work due to disability resulting from pregnancy, birth and/or recovery there from during the employee's usual days of work. For example, if the employee is incapacitated during the summer, the employee receives no pay. However, for a period of incapacity resulting from pregnancy, birth and/or recovery there from that extends into the work year (e.g. a delivery date of June 2 or August 25), the employee will be paid via use of sick days, even if the employee takes the rest of the school year off on child-rearing leave.
- ii. **Paid Family Leave.** If an employee is eligible to use 10 paid FMLA days for the birth of a child pursuant to Article 4.1.B.ii and 4.1.B.iv, the employee is entitled to the 10 paid days of FMLA Leave even if the period of incapacity related to the birth does not extend into the school year and/or the employee is to take the rest of the year off.
- iii. **Sick Time, Longevity, Seniority Accrual.** An employee does not accrue sick time, seniority, or longevity, for any year in which the employee is paid solely on sick time or the 10 FMLA days, i.e. the employee actually has to work sometime during the year to accrue sick time, seniority, or longevity.

4.8 Child-rearing Leave

A. Entitlement. Paraprofessionals with three (3) years of service shall be granted up to one (1) year for the purpose of child rearing. It is understood that the paraprofessional on leave shall return on July 1 or the beginning of that employee's regular work year, whichever comes later, unless prior agreement has been made with the Administration. This also applies to adoptive parents. If an employee eligible for child-rearing leave gives birth or adopts a child before January 15th of any school year and takes the rest of the school year off, that shall constitute the one year entitled. If such an employee gives birth or adopts a child on or after January 15th of any school year and takes the rest of the school year off for child rearing leave, then the employee shall be entitled to one additional school year off for child rearing leave related to the birth or adoption.

B. 5-month notice

- i. All requests for child-rearing leaves shall be made in writing to the Director of Human Resources no later than five calendar months before the expected delivery date.
- ii. In the case of adoption, the employee is to request the leave once the employee's home study has been completed and notarized.
- iii. Employees wishing to take a child-rearing leave that starts the school year after the birth year shall give notice by March 1 preceding the leave.

C. Adverse Circumstances. In the case of the termination of the pregnancy for any reason or the death of a baby during a child-bearing or child-rearing leave of absence, the Superintendent or his/her designee will grant the request of the employee to return to work earlier than anticipated.

D. Superintendent's Discretion. The granting of a child-rearing leave is not subject to the discretion of the Superintendent or his/her designee (i.e. it will be granted automatically) given:

- i. the leave commences in September or directly after other adoption/birth-related leaves; and
- ii. the employee returns to work the following September (in the case of a Paraprofessional whose regular work year does not coincide with the school year, provisions of Article 4.7.A apply); and
- iii. the paraprofessional has three (3) years of service; and
- iv. the leave is for the employee's entire position (i.e. not part-time); and
- v. submission deadlines are met.

All other child-rearing requests may be granted at the reasonable discretion of the Superintendent or his/her designee.

E. Child-bearing and Child-rearing Forms. Employees are to apply for child-bearing and child-rearing leave on the form developed by the BEU and BSC updated March 11, 2004.

4.9 Leaves Of Absence Without Pay

Paraprofessionals who request unpaid leave of absence prior to March 1 shall be eligible for unpaid leave as follows:

A. BEU Officer Leave.

- i. A full time paid leave of absence shall be granted to a member of the Paraprofessional Unit with four (4) years of service annually who is elected to serve as the BEU President in each year of this Agreement for the purpose of conducting BEU business. The BEU agrees to reimburse the BSC for the entire cost of wages and all fringe benefits attributable to each paid leave. The reimbursement of wages will be calculated by adding the President's salary for that year to the average salary of persons newly employed on the same salary schedule as the President on or before September 1 of that year, and by dividing such total by two. Such reimbursement shall in no event be higher than the BEU President's salary. In any year when there are no new hires, the parties will use the average salary calculated from the prior year, adjusted by the percentage change on the salary schedule for the year of no new hires.
- ii. The BEU must notify the Superintendent by March 1 of the intention of the BEU President not to return to active employment in his or her bargaining unit the following school year.

- iii. The classroom re-entry procedures applicable to the BEU President in office on March 1, 2000 are set forth in a side letter dated March 22, 2000. Classroom re-entry procedures applicable to a subsequent BEU President who has been absent from a classroom for more than four consecutive years while on BEU President leave will be subject to negotiations between the parties in a successor agreement.
- B. **Health Leave.** Paraprofessionals with three (3) years of service shall be granted leave up to one (1) year for personal health reasons and, with the approval of the Superintendent or his/her designee, may be granted leave up to one (1) year for the purpose of caring for a sick member of the paraprofessional's immediate family. Additional health leave may be granted at the discretion of the employer. Requests for such leave shall be supported by appropriate medical evidence.
- C. A paraprofessional who is granted an unpaid leave of absence under this Section 4.7 shall be deemed to have been reappointed during the period of such leave and will be subject to the reappointment and assignment process for the year in which such employee is scheduled to return as if such employee had worked during the leave period. Upon such reappointment and return, all benefits and salary to which a paraprofessional was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, shall be restored.
- D. A leave of absence which is to begin or end during the school year is subject to approval by the Superintendent or his/her designee, which approval shall be granted only in extraordinary circumstances.

4.10 Other Leaves

- A. **Enlistment and Induction Leave.** Leave without pay shall be granted as required by law to any paraprofessional who is inducted or enlists in any branch of the armed forces of the United States.
- B. **Court Leave.** No salary deduction shall be made in case of absence by reason of being called to appear in court or other tribunal on business concerning the Public Schools of Brookline. The employer shall not be required to pay for such leave when a paraprofessional is called other than by the employer to appear in a labor arbitration hearing or in a prohibited practice hearing at the Massachusetts Labor Relations Commission.
- C. **Jury Duty.** A paraprofessional who receives notice of jury duty to be performed during the work year shall promptly notify the Director of Human Resources. Such paraprofessional will try to be excused or rescheduled and the Director of Human Resources shall support that effort. If, despite these efforts, the paraprofessional is required to perform such duty, he or she shall suffer no loss in pay and shall be paid any difference in pay between pay for jury duty and his or her regular pay.
- D. **Summer School.** A paraprofessional may be released prior to the end of his/her work year, without loss of pay, to attend summer school as may be required by the employer.

- E. **Military Reserve Leave.** Each member of the paraprofessional staff covered by this contract who is a member of a state or national reserve complement shall be entitled to the number of days the reserve unit requires the paraprofessional. The BSC agrees to pay the differential between military pay and the paraprofessional's salary when the former is smaller, during this period of temporary active duty. Every effort shall be made by a paraprofessional in cooperation with the Superintendent or his/her designee to arrange for the fulfilling of active duty reserve obligation at times other than when schools are in session.
- F. **Access to BEU Days.** Paraprofessionals may request and they may be granted educational leave to attend meetings and workshops held by local, state and national associations. Such leave days will be granted consistent with 10.5 of the Unit A contract.

4.11 Temporary Leave to Serve as a Long-Term Substitute

A paraprofessional who immediately returns to the bargaining unit after taking a temporary leave to work as a long-term substitute in the Public Schools of Brookline, shall be credited with the time worked as a long-term substitute for all purposes under this contract.” (The parties understand that work as a long-term substitute is not bargaining unit work.)

Article 5: Insurance

5.1 Health

- A. In accordance with Massachusetts General Laws only those employees who are regularly scheduled to work 18.75 or more hours per week shall be eligible for group health insurance. The parties agree that the Town (School Department) will provide group health insurance to employees regularly scheduled to work 18.75 or more hours per week as is generally offered to other eligible Town (School Department) employees. The BEU recognizes and agrees that group health insurance plans, carriers, providers, benefits, coverages, deductibles, premiums, premium contributions, co-payments, and prescription co-payments may change from time to time and agrees that the Town (School Department) may make such changes without any further negotiations after giving the BEU 30 days notice of the change.
- B. The DECAP and MEDCAP plans shall be made available for those paraprofessionals who wish to participate on the same basis as other employees of the Town.
- C. The insurance coverage of any paraprofessional who is on leave with pay shall continue without interruption or change in the paraprofessional cost except as may be otherwise mandated on a Town-wide basis.

5.2 Life & Dismemberment

Life insurance coverage of the minimum of \$5000 shall be made available for those paraprofessionals who wish to participate.

5.3 July and August Coverage

July and August health and life insurance coverage shall be accomplished through equal payroll deductions of the employee's premium contribution throughout his or her work year.

5.4 Tax-Related

The Town currently permits paraprofessionals to authorize payroll deductions for the purpose of making "pre-tax" contributions pursuant to Section 125 of the IRC ("Section 125") for certain benefits, e.g. paraprofessional contributions to group health insurance plans. If the Town enters into an agreement with a Section 125 administrator and if the agreement permits the paraprofessionals to purchase additional services/products through such administrator which are not covered by Section 125, the opportunity for payroll deductions will be made available to paraprofessionals for the purchase of such services/products through the administrator.

Article 6: Payroll

6.1 Salary Payments

Effective with the first pay period in the 2010-2011 work year, all employees represented by the BEU shall receive their pay through direct deposit; the BSC or its designee will provide direct deposit notification statements either electronically or in paper form to employees. (The parties understand and agree that employees will need to provide direct deposit information to the payroll office sufficiently prior to the start of the 2010-2011 work year to enable the BSC to set up direct deposit for their paycheck and directly deposit their first pay check of the 2010-2011 work year.); the first payment to be made on the second Thursday after Labor Day. Payments will be made in twenty-one (21) installments. The final check shall be issued no later than five business days after the last day of school. The last paycheck will be held at the school (or place of employment) unless the paraprofessional notifies the school of an appropriate mailing address. The salary schedules of the agreement will be revised to reflect both hourly and annual rates of pay.

Notwithstanding this language, any employee holding a full-year position, shall continue to receive weekly paychecks throughout the year in accordance with established practices.

6.2 Salary Deductions

The Committee shall provide that, whenever duly authorized by an employee, payroll deductions on behalf of such employee shall be made every payday and paid over in accordance with such authorization for any or all of the following:

- (1) Purchase of U.S. Savings Bonds
- (2) Local, State, and National Dues or agency service fee
- (3) Payments to the Brookline Credit Union
- (4) Premiums under annuity contract
- (5) Premiums under Employees' Group Insurance Plan
- (6) Pension

- (7) MTA Credit Union
- (8) BEU Supplemental

The BEU will furnish a list of employees who have authorized a deduction together with the specific amount of the deduction to the payroll office. The BSC will provide the new employees with the agreed upon authorization form. Completed forms will be available to the BEU in the payroll office. Changes to that list may be done quarterly. The Payroll Office will then issue to the BEU a check each pay period for the conglomerate amount of all deductions in this category for all members who have authorized such deduction, along with a list of members for whom the deduction was made.

6.3 Tax Sheltered Annuities

The Committee will provide annuity plans in accordance with applicable laws and policies.

6.4 Statements

Statements showing weekly earnings, weekly deductions, year-to-date earnings, and year-to-date deductions shall be issued with each paycheck.

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.

Article 7: Work Conditions

7.1 Responsibility

- A. A responsible teacher or other supervisor will be readily accessible to any paraprofessional who may be working with students without such teacher or supervisor being physically present.
- B. Security aides shall be given an opportunity for periodic discussion of safety concerns with the appropriate building administrator.
- C. The employer recognizes its responsibility for training employees. Nothing herein shall diminish the obligation of a paraprofessional to remain current in his/her field.
- 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.

7.2 Professional Development

- A. To the extent that local universities make available to the Committee course vouchers for use by paraprofessionals, such vouchers shall continue to be made available to paraprofessionals.
- B. The BSC, through the Deputy Superintendent for Teaching and Learning, will establish a Professional Development Council for the purpose of addressing the professional development needs of all bargaining unit members. At a minimum, the Council shall consist of the following: one preschool-grade 2 teacher, one grades 3-6 teacher, one grades 7-8 teacher, two grades 9-12 teachers, one elementary special education teacher, one high school special education teacher, one teaching specialist (e.g. art, music, PE), one non-teaching specialist (e.g. social worker, guidance counselor), one member from Unit B, and one paraprofessional. The BEU shall appoint one member of the Council. The Deputy Superintendent, after consultation with the BEU, will appoint the remaining members of the Council.

7.3 Health and Safety

Health and safety concerns of paraprofessionals will be communicated to the employer through the joint committee established under Article 4.10 of the Unit A contract.

7.4 Mileage Reimbursement

Twelve-month employees who are regularly required to use their car for job-related travel may be designated to receive a regular monthly mileage stipend of \$60. Employees who occasionally are required to use their car to travel between two work locations shall be eligible for mileage reimbursement based on log-recorded mileage at the mileage rate as designated from time to time by the Town.

A paraprofessional who is required to use his/her personal vehicle to transport equipment may decline to do so if such employee has a reasonable basis for believing that sharp-edged or extra-bulky equipment or material will damage such vehicle.

7.5 Hiring Rate, Notice Of New Employees, and Step Advancement

- A. Upon initial employment, the placement of a new hire on the salary schedule shall be in the exclusive discretion of the employer. Notice of hiring and initial pay rate will be provided to the BEU by October 15 and quarterly thereafter. The BEU President shall have access to personnel transaction forms for new hires in the unit. Such forms shall be stored in a separate binder in the School Department Human Resources Office.
- B. The Director of Human Resources will send an explanation to the BEU President why a newly-hired employee was placed above the minimum step or hired into a "hard-to-fill" position.

- C. **Step Advancement.** An employee will be eligible for annual step advancement if s/he actually worked (including paid leave) one-half or more annual hours listed in Appendix A in the previous contract year. An employee who actually worked less than half the annual hours listed in Appendix A will not receive a step increase, but will receive a step increase the next year.
- D. **Movement from the No Degree Lane to Bachelors Lane** will be implemented following receipt by the Superintendent of such documentation and shall be retroactive to the date that the institution states the work was completed, or retroactive up to 30 days from receipt of such documentation by the Superintendent, whichever is later provided that the employee has notified the Superintendent in writing (or via email) by January 15th of the preceding school year of the expected change and date thereof; otherwise such change shall be made at the commencement of the next school year
- E. Subject to the approval of the Superintendent, the BEU shall prepare a one page insert regarding the paraprofessionals unit for inclusion in the hiring packets distributed to new hires in the unit.

7.6 Non-Renewal and Layoff

- A. Except as provided below in Subsection B, a paraprofessional shall be subject to annual non-renewal by written notice on or before June 15 if he/she is not to be employed for the following school year.

B. Job Security

As of July 1, 2007, A Paraprofessional with three (3) years of service is exempt from the requirement of 7.6.A above. Any such Paraprofessional who is subject to layoff shall be notified by June 15.

- C. Employees who began work prior to June 23, 1998 will be given credit for their prior service time.
- D. A paraprofessional shall not be subject to a reduction of hours after October 15 and shall not otherwise be laid off during any work year unless external, non-BPS funding for his/her position is withdrawn or discontinued.

E. Layoff List

- i. Employees who are laid off and who wish to be considered for vacancies arising after their effective date of layoff will provide the Director of Human Resources with a written statement (or via e-mail) of the types of paraprofessional positions for which they wish to be considered and a summary of their skills, experiences and educational attainments which indicate that they are qualified for such position(s). A paraprofessional must immediately notify the Director of Human Resources of any change in address and phone number.

- ii. Before a principal or building administrator fills a vacancy, he or she will ask the Director of Human Resources to clear the layoff list. When the Director of Human Resources determines that a laid off paraprofessional is qualified for a vacancy, the principal will be so notified and a paraprofessional will be granted an interview.
- iii. If there are no qualified persons on the layoff list, the principal will be notified that the list has been cleared.
- iv. In the case of Special Education vacancies, the Assistant Superintendent for Student Services will assist the Director of Human Resources in clearing the layoff list.
- v. A laid off employee will remain on the layoff list until the second September 1 next following the effective layoff date, unless sooner removed from the list upon two (2) refusals by the employee to be considered for a full-year vacancy or upon two (2) rejections by the employee of a full-year employment offer or upon any combination of two (2) such refusals and rejections. A "full-year" offer means more than 680 hours during the work year, prorated for their positions at time of layoff.
- vi. Employees who work fewer than 12 hours per week shall not be eligible to participate in the layoff list.

7.7 Dismissal and Suspension

A. **Good Cause.** No paraprofessional with three (3) years of service shall be dismissed or suspended without good cause.

B. Process for Correcting Performance Deficiency

- i. Whenever it is determined that a paraprofessional has a performance deficiency which, if not corrected or improved, could lead to dismissal during the work year, the responsible supervisor will take appropriate steps to notify the employee; where appropriate, to give positive suggestions for improvement and to give the employee a reasonable opportunity to correct such deficiency.
- ii. The following remediation procedures are recommended as a guide to compliance with paragraph i. and, if substantially followed, shall constitute compliance by the responsible supervisor.
 1. Meet with the aide/paraprofessional to inform the employee about what is wrong with his/her performance.
 2. Put the employee on notice by saying, unless there is observable improvement within the next 30 work days, the employee will be terminated at the end of that time.
 3. Follow this up in writing to the paraprofessional within 7 school days of the meeting.

4. Observe as needed and record observations. Meet with the paraprofessional approximately half way through the 45 working day period to inform the paraprofessional of his/her progress to date. Follow this up in writing to the same within 7 days of the meeting.
5. If, during this time, inappropriate behavior is observed warranting immediate termination, inform the employee that he/she will be terminated as of that day and concurrently inform the Director of Human Resources.
6. If at the end of the 45 working day period the needed correction or improvement has not been observed, inform the employee that he/she is terminated as of that date and follow up that oral notice with a written termination letter in a form designated by the Director of Human Resources.

7.8 Notice of Vacancies

- A. 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. This notice shall be sent within two days after the Human Resources Office becomes aware of the vacancy, but no later than one week prior to filling such vacancy. Failure to provide notice of any particular vacancy shall not be grievable or arbitrable provided such failure is not arbitrary or capricious.
- B. Current employees who are interested in applying for different positions are encouraged to submit to the Human Resources Office a resume and cover letter, indicating specific areas of interest, for inclusion in the appropriate applicant file.

7.9 Non-Discrimination

Any appointment, promotion or transfer shall be made without regard to race, creed, color, religion, nationality, sex, sexual orientation, age, marital status and handicap/disability.

7.10 Personnel Records

- A. **Access.** Each paraprofessional shall have the right to review and make copies of the contents of his/her personnel file originating after initial employment and to have a representative of the BEU accompany him/her in such review.
- B. **Derogatory Material.** Should any material which could negatively affect employment status be placed in a paraprofessional's personnel folder, then the paraprofessional involved shall be given the opportunity to review same prior to its placement in the personnel folder. The paraprofessional shall be given the opportunity to initial such material prior to its insertion. The paraprofessional's initials do not signify agreement

with the contents but rather serve as evidence that the paraprofessional has seen the material in question. If the Administration is unable to secure the paraprofessional's initials, the document may be placed in the personnel folder with a notation that the paraprofessional was given the opportunity for prior review. Such notation shall be signed by the appropriate administrator. The paraprofessional may submit any statement concerning the derogatory material and, if he/she so desires, said statement shall be filed with the alleged derogatory material in the paraprofessional's personnel folder.

7.11 Mailboxes

The building administrator shall assign a mailbox for each paraprofessional assigned to his/her building. It is understood that such mailbox may be shared with other employees.

7.12 Packing

If a member of this bargaining unit is asked to pack school materials and supplies, the following criteria will be used:

- A. Each supervisor will jointly determine with each employee in his/her department an agreed upon number of hours for packing. In case of disagreement, the supervisor will make the determination. Once an agreement is established, the employee is free to perform the task at his/her reasonable schedule. These hours are for both packing and unpacking from a staff member's move.
- B. Reimbursement is only to pack boxes and throw old materials away. Employees will not be reimbursed to review items in detail. Employees are not expected to move boxes or furniture and should use reasonable caution in the packing process to avoid injury. Any individual with a pre-existing concern over potential injury should opt out of the packing process rather than risk injury.
- C. Employees will be compensated for this work at their standard hourly rate, or the workshop rate (see the Unit A collective bargaining agreement, Appendix A.7) whichever is less. Payment will be made within 60 days of an employee's submittal of hours to his/her supervisor or designee.
- D. Work compensated at the workshop rate in this way is expected to take place outside of normally assigned duties and release time.
- E. No non-exempt hourly employee will be assigned this duty on a schedule which will cause their weekly hours to exceed 40 hours.
- F. The Superintendent or his/her designee may choose to relieve employees of any duty (e.g. teaching, administrative) in order to do this work instead of paying the workshop rate.
- G. Any employee may choose to not pack or unpack in which case the supervisor will arrange for the packing and moving of materials.

7.13 Effects of ESEA

The Superintendent or his/her designee agrees to make every attempt to transfer any paraprofessional who does not meet the educational requirements of the federal Elementary and Secondary Education Act.

7.14 Agency Service Fee

Effective with the first pay period of September 2010:

Any paraprofessional who has been employed by the BSC for two or more years shall be subject to an agency service fee unless said paraprofessional is or becomes a member of the BEU. Effective with the first pay period in September 2010, any paraprofessional shall be subject to an agency service fee unless said paraprofessional is or becomes a member of the BEU. The BEU agrees to set the amount of the agency service fee and to administer procedures relating to the fee in accordance with all applicable laws and regulations.

The BSC shall not be obligated to take any action in regard to the collection of delinquent fees or to take action in regard to the employment of such delinquent employees.

Paraprofessionals (as described above) who fail to pay the fee shall not be subject to dismissal or suspension, but the BEU may pursue payment through whatever legal means it deems appropriate.

(The parties agree to use the attached voluntary authorization form.)

7.15 Discipline with Discretion

An employee will be notified, in advance, in writing when practicable, of the purpose of a meeting with an administrator in cases where disciplinary action is contemplated, and shall be entitled to have BEU representation.

The administrator shall exercise reasonable discretion in the manner in which s/he disciplines an employee. When an administrator criticizes or disciplines an employee, those discussions shall not occur in the presence of parents, students or other employees not superior to the employee.

7.16 Town Facilities

Members of this bargaining unit may use Town facilities on the same terms and conditions as other employees of the Town of Brookline.

7.17 Employee Assistance Program

Members of this bargaining unit and their household members will have access to a confidential employee assistance program that provides assessment and referral services as well as short-term counseling.

7.18 Tuition Reimbursement for College Courses/Other Courses/Educational Training Programs

Effective September 1, 2007, the School Committee will establish a tuition reimbursement fund for paraprofessionals. Effective September 1, 2023, such fund shall be \$10,000 per contract year. Unused funds shall not carry over to the next contract year. The following rules shall apply to the Tuition Reimbursement fund:

- A. A paraprofessional applying for tuition reimbursement must have been employed by the Public Schools of Brookline as a paraprofessional for a minimum of one year prior to applying for tuition reimbursement.
- B. Subject to the \$10,000 fund maximum per contract year, there is a limit of \$750 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 \$1,000 of reimbursement per contract year per paraprofessional who has completed at least three (3) full years of service in the Public Schools of Brookline.
- C. The School Department will establish three deadlines for applications for reimbursement (one deadline for each of the following three semesters: fall, winter/spring, and summer).
- D. Paraprofessionals must obtain prior written approval for the course for reimbursement from the Superintendent or his/her designee prior to taking the course; the decision of the Superintendent/designee is final and binding.
- E. Paraprofessionals may not obtain reimbursement for tuition, if there is a voucher available for the paraprofessional to use for the course.
- F. The Paraprofessional must obtain a grade of “B” or better or a “Pass”, in a course which is only offered on a pass/fail basis, in the pre-approved course to be entitled to reimbursement, or, in the case of a certificate course, the paraprofessional must receive the certificate to be entitled to reimbursement.

7.19 Involuntary Transfer to a Different School Building During the School Year

Paraprofessionals in Salary Schedules #2 or #2A will receive written/email notice of an involuntary transfer to a different school building during the school year with the reason for the transfer to a different school building. The paraprofessional may meet with the paraprofessional’s supervisor outside of the BEU to discuss the involuntary transfer and may be accompanied by a BEU representative at this meeting provided, however, that such a meeting does not delay the transfer. A paraprofessional being involuntarily transferred may, at the paraprofessional’s option, take a leave of absence without pay for the remainder of the school year to which the transfer would apply provided that the paraprofessional provides written notice of the election of such option to the Human Resources Director within five (5) calendar days of notice of the involuntary transfer. Such paraprofessional who elects to take the unpaid leave of absence shall notify the Human Resources Director on or before June 1st of the paraprofessional’s intent to return to work the following school year. Failure by the

paraprofessional on leave to provide notice of intent to return on or before June 1st shall be deemed a voluntary resignation.

Article 8: Grievance and Arbitration Procedure

8.1 Definition of Grievance.

A grievance is defined as any claim by the BEU or a paraprofessional that there has been a violation, misinterpretation or misapplication of the terms of this contract or a violation of any established practice.

8.2 Time Limits.

During the school year the time limits specified in this article shall mean school days. During the summer recess the time limits shall mean calendar days exclusive of Saturdays, Sundays and legal holidays. The time limits specified in this article shall be considered maximal unless extended by mutual agreement in writing.

8.3 Level One.

A paraprofessional with a grievance shall present it within thirty (30) days after the occurrence giving rise to the grievance or after the paraprofessional, using due diligence, should have become aware of such occurrence, to his/her Principal, the Headmaster or his/her immediate supervisor, in writing on a standard form, either directly or through the BEU. If the occurrence which gives rise to the grievance was the result of a decision or an action of the Superintendent, the Level One grievance shall be presented to him.

8.4 Level Two.

If the grievance is not resolved to the satisfaction of the grievant within five (5) days after submission at Level One, the employee and/or the BEU Grievance Committee may present the written grievance to the Superintendent within ten (10) days thereafter.

8.5 Level Three

- A. If the grievance is not resolved to the satisfaction of the BEU within fifteen (15) days after submission to the Superintendent, the BEU may submit the grievance to binding arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association within twenty (20) days thereafter.
- B. No grievance originally presented at Level One during the term of this contract shall lapse by reason of the termination of this contract. For the purposes of resolving any grievance to which the preceding sentence applies, the terms of this contract shall be deemed to remain in effect until such grievance is finally resolved. The foregoing sentence shall not be construed as extending the term of this contract for any other purpose or any other circumstances.

8.6 Excluded Matters

- A. Decisions by the employer on the following matters are excluded from the grievance and arbitration procedure:
 - i. Educational policy, including program changes
 - ii. Non-renewal or non-reappointment
 - iii. Assignment, transfer or promotion
 - iv. Discharge or discipline of a paraprofessional during his or her probationary period
- B. No arbitrator shall have any power to alter, add to or detract from the provisions of this Agreement.

8.7 General Provisions

- A. The BEU shall have the right to use in its presentation at any level of this grievance procedure any representative(s) of its own choosing.
- B. The expenses of any arbitration under this Article shall be borne equally by each party in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association.
- C. All decisions at Level Two of the Grievance Procedure shall be in writing and shall be promptly presented to the Superintendent by the grievant or the BEU.
- D. The parties agree to make reasonable attempts to resolve grievances informally before they are presented at Level One.

Article 9: No Strike

Neither the BEU nor any person covered by this Agreement shall engage in a strike, slowdown or withholding of services, nor induce, encourage or condone any such action.

Article 10: Sexual Harassment

The parties agree that the Sexual Harassment Policy and Procedures adopted by the BSC on June 19, 2003 is hereby incorporated into this agreement and as such is enforceable under the grievance and arbitration procedures of Article 8.

Article 11: CORI Agreement

The “CORI Law” (M.G.L. c. 71, Sec. 38R) requires the BSC to obtain Criminal Offender Record Information (“CORI”) on all current and prospective employees who may have direct and unmonitored contact with children. The BSC and the BEU agree as follows:

- A. The Superintendent or his/her designee will limit his/her request for CORI's to once every three years for any individual employee except if there is a reasonable suspicion that an employee has been arraigned on charges that pose a hazard to children. If such an out of cycle CORI is issued, then the three-year cycle starts anew.
- B. Although it is understood that CORI constitutes personnel record information, CORI's will not be filed in any individual employee's personnel file.
- C. All CORI's will be retained in one secure location as determined by the Director of Human Resources and only one copy of any individual CORI shall be retained by the Committee.
- D. The BSC will make every attempt to assure that CORI's are handled only by the Director of Human Resources and/or his/her administrative assistant. Access to any individual CORI will be consistent with the provisions of Chapter 385 of the Acts of 2002. The Director of Human Resources will establish a log in order to record the name and title of anyone accessing records and the records accessed.
- E. Upon receiving a written request from an employee for a copy of his or her CORI on file with the Public Schools of Brookline, the Director of Human Resources or his/ her administrative assistant shall provide the employee with a copy of such CORI.
- F. It is understood that an employee has the right to challenge a CORI pursuant to the statute and to M.G.L. Ch. 149 Section 52C. It is further understood that the Committee and/or its designees will comply with all contractual requirements that employees be notified within twenty school days regarding any derogatory material that comes to the attention of the Committee and/or its designees.
- G. Unless treated as a derogatory material, no CORI will be retained more than three years.
- H. The BSC shall access sealed record information only as permitted by law.
- I. The CORI Policy was adopted by the BSC on June 19, 2003. It is understood by both parties that this Policy and the Procedures embodied in this Agreement are the only CORI Policy and Procedures that apply to employees represented by the BEU.

Appendix A: Classification and Compensation

A.1 General Provisions

- A. When a Schedule 3 Special Education Aide position becomes vacant, it will be redesignated as a Schedule 2 Special Education Aide position.
- B. The Superintendent or his/her designee may designate up to eight (8) Schedule 3 Aide FTEs (including redesignated positions under paragraph C, above) as "hard to fill" positions, to be paid at the rates set forth in salary schedules 3 or 5.
- C. **Rate After Promotion.** Paraprofessionals who are promoted to another paraprofessional position will be placed on that salary schedule on the step with a salary that is higher than the salary he/she would have received without the promotion. An employee who in the work year during which the promotion took place actually worked in the aggregate (or was paid for) one-quarter (1/4) or more of the hours on both the new promotional position and the former position added together will advance to the next step at the beginning of September next following such promotion.

Notwithstanding the prior paragraph:

- a paraprofessional in Schedule 2 who moves to Schedule 2A during the work year shall remain on the same step on Schedule 2A as the paraprofessional was on in Schedule 2;
- a paraprofessional in Schedule 2A who moves to Schedule 2 during the work year shall remain on the same step on Schedule 2 as the paraprofessional was on in Schedule 2A;
- a paraprofessional who was in Schedule 2 who moves to Schedule 2A at the start of the work year shall move to the same step on Schedule 2A as the paraprofessional would have been on had the paraprofessional remained on Schedule 2;
- a paraprofessional who was in Schedule 2A who moves to Schedule 2 at the start of the work year shall move to the same step on Schedule 2 as the paraprofessional would have been on had the paraprofessional remained on in Schedule 2A.

Notwithstanding any provision to the contrary in this Agreement, the Superintendent or Superintendent's designee shall have the sole discretion to place an individual upon promotion on the salary schedule at any step that has a higher hourly rate in the appropriate Salary Schedule. The Superintendent/designee shall notify each such individual of placement under this provision.

- D. **Longevity.** An employee who has completed more than 9 years of continuous service in the Public Schools of Brookline shall have his or her annual salary increased by the amounts below. If any such employee is less than full-time in any such year, the salary shall be prorated accordingly

<u>Effective Date</u>	<u>Amount</u>
September 1, 2010	\$541.00
September 1, 2012	\$546.41
September 1, 2013	\$557.34

Effective September 1, 2022, replace Appendix A.1D with the following:

“D. An employee who has completed the years of continuous service in the Public Schools of Brookline in the table below shall have his/her//their annual salary increased by the amounts below. If any such employee is less than full-time in any such year, the salary shall be prorated accordingly.

<u>Years of Service</u>	<u>Annual Amount</u>
More than 9 and less than or equal to 14	\$ 600
More than 14 and less than or equal to 19	\$ 900
More than 19 and less than or equal to 24	\$1200
More than 24	\$1500

A.2 Salary Scales

Salary Schedule	Positions Included	Page #
#1	<i>No longer used</i>	
#2	Aides and Tutors except as listed in other scheduled, Home/Community Liaison, Tappan Security Monitor	31
#2A	For employees who: (i) are assigned to RISE, TLC, ExCel, Winthrop House, or to work with a student who has behavior goals in Grid C in the student's IEP, and (ii) have successfully completed RBT training and obtained RBT certification	
#3	High School Parent Liaison, Performing Arts Production Aide, ELL Aide (formerly ESL/Bilingual Aide), Counselor for Teen Advantage	33
#4	Security Aide,	34
#5	Athletic Aide, Attendance Officer, Building Aide, Science Resource Aide	35
#6	Early Childhood Extended Day Instructor, Handicap Coordinator	36
#7	Steps to Success Project Advisor (moved to Schedule #9)	
#8	Food Service Assistant, Occupational Therapist Assistants, Physical Therapist Assistants	37
#9	Steps to Success Project Advisor, Special Education Budget Analyst	38
#9A	Senior Application Support Specialist, Webmaster, Teen Advantage Coordinator, Data Systems & Application Manager, Data Analysis Specialist, ELL Enrollment & Assessment Specialist Application Support Specialist Educational Technology Support Specialist Graphic Arts Publishing Coordinator	39
#9B	METCO Liaison	
#10	<i>No longer used</i>	
#11	METCO Bus Monitor	40
#12	<i>No longer used</i>	
#13	<i>No longer used</i>	
#14	Parent Outreach Coordinator, Mediation Coordinator, Assistant to the Athletic Director	41
#15	System Substitute,	42

Salary Schedule #2

**Aides and Tutors, except as listed in other schedules,
Home/Community Liaison, Tappan Security Monitor**

Effective September 1, 2023	STEP/LEVEL	HOURLY RATE
	1	
	2	25.61
	3	26.22
	4	26.85
	5	27.49
	6	28.14
	7	28.82
	8	29.50
	9	30.21
	10	30.94

Effective September 1, 2024	STEP/LEVEL	HOURLY RATE
	1	
	2	27.11
	3	27.72
	4	28.35
	5	28.99
	6	29.64
	7	30.32
	8	31.00
	9	31.71
	10	32.44

Effective September 1, 2025	STEP/LEVEL	HOURLY RATE
	1	
	2	28.86
	3	29.47
	4	30.10
	5	30.74
	6	31.39
	7	32.07
	8	32.75
	9	33.46
	10	34.19

Salary Schedule #2

Effective August 31, 2026 at 11:59 PM	STEP/LEVEL	HOURLY RATE
	1	
	2	
	3	29.47
	4	30.10
	5	30.74
	6	31.39
	7	32.07
	8	32.75
	9	33.46
	10	34.19
	11	35.04

* Step 6 is closed to any employee who began work after June 23, 1998. Effective September 1, 2007, Step 6 will be open to all employees in Salary Schedule #2.

** Home/Community Liaison may go up to step 3.

Superintendent or his designee maintains the right to designate up to eight (8) Category 2 Aides FTE's as "hard to fill" positions, to be paid at the rates set forth in salary schedules 2, 3 or 5. The position will be returned to the Category 2 Aide salary schedule when the incumbent leaves.

Special 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

Salary Schedule #2A

The new Salary Schedule for employees who: (i) are assigned to RISE, TLC, ExCel, Winthrop House, or to work with a student who has behavior goals in Grid C in the student’s IEP, **and** (ii) have successfully completed RBT training and obtained RBT certification shall be Salary Schedule #2A. Salary Schedule #2A shall have the same steps as Salary Schedule #2 but each step in Salary Schedule #2A shall be \$3.00 greater than the corresponding step in Salary Schedule #2. Employees who: (i) are assigned to RISE, TLC, ExCel, Winthrop House, or to work with a student who has behavior goals in Grid C in the student’s IEP, **and** (ii) complete RBT during a work year move to the same step number in Salary Schedule #2A as they were on in Salary Schedule #2. Employees who: (i) are assigned to RISE, TLC, ExCel, Winthrop House, or to work with a student who has behavior goals in Grid C in the student’s IEP, **and** (ii) complete RBT after the end of the work year and prior to the start of the following work year, move to the Step number in Salary Schedule #2A that is the same number as they would have been on at the start of the work year in Salary Schedule #2. The Special Program Differential is not applicable to employees on Salary Schedule #2A as it has been incorporated into the wage schedule. If the employee in Salary Schedule #2A moves to a position that is not in RISE, TLC, ExCel, Winthrop House, or with a student who has behavior goals in Grid C in the student’s IEP, they will move from Salary Schedule #2A to the salary schedule for the position to which they move.

Effective September 1, 2023	STEP/LEVEL	HOURLY RATE
	1	
	2	28.61
	3	29.22
	4	29.85
	5	30.49
	6	31.14
	7	31.82
	8	32.50
	9	33.21
	10	33.94

Effective September 1, 2024	STEP/LEVEL	HOURLY RATE
	1	
	2	30.11
	3	30.72
	4	31.35
	5	31.99
	6	32.64
	7	33.32
	8	34.00
	9	34.71
	10	35.44

Salary Schedule #2A

Effective September 1, 2025	STEP/LEVEL	HOURLY RATE
	1	
	2	31.86
	3	32.47
	4	33.10
	5	33.74
	6	34.39
	7	35.07
	8	35.75
	9	36.46
10	37.19	

Effective August 31, 2026 at 11:59 PM	STEP/LEVEL	HOURLY RATE
	1	
	2	
	3	32.47
	4	33.10
	5	33.74
	6	34.39
	7	35.07
	8	35.75
	9	36.46
	10	37.19
	11	38.04

Salary Schedule #3

**High School Parent Liaison, Attendance Officer,
Performing Arts Production Aide, ELL Aide (formerly ESL/Bilingual Aide),
Counselor for Teen Advantage**

Effective September 1, 2023	STEP/LEVEL	HOURLY RATE	
		3D	3ND
	1	27.30	26.55
	2	27.95	27.18
	3	28.62	27.83
	4	29.30	28.49
	5	30.00	29.18
	6	30.72	29.87
	7	31.46	30.59
	8	32.21	31.32
	9		
10			

Effective September 1, 2024	STEP/LEVEL	HOURLY RATE	
		3D	3ND
	1	28.80	28.05
	2	29.45	28.68
	3	30.12	29.33
	4	30.80	29.99
	5	31.50	30.68
	6	32.22	31.37
	7	32.96	32.09
	8	33.71	32.82
	9		
10			

Effective September 1, 2025	STEP/LEVEL	HOURLY RATE	
		3D	3ND
	1	30.55	29.80
	2	31.20	30.43
	3	31.87	31.08
	4	32.55	31.74
	5	33.25	32.43
	6	33.97	33.12
	7	34.71	33.84
	8	35.46	34.57
	9		
10			

Salary Schedule #4

Security Aide

Effective September 1, 2023	STEP/LEVEL	HOURLY RATE
	1	35.35
	2	36.21
	3	37.08
	4	37.98
	5	38.89
	6	39.84
	7	40.80
	8	41.79
	9	42.80
	10	

Effective September 1, 2024	STEP/LEVEL	HOURLY RATE
	1	36.85
	2	37.71
	3	38.58
	4	39.48
	5	40.39
	6	41.34
	7	42.30
	8	43.29
	9	44.30
	10	

Effective September 1, 2025	STEP/LEVEL	HOURLY RATE
	1	38.60
	2	39.46
	3	40.33
	4	41.23
	5	42.14
	6	43.09
	7	44.05
	8	45.04
	9	46.05
	10	

Salary Schedule #5

Athletic Aide, Building Aide, Science Resource Aide

Effective September 1, 2023	STEP/LEVEL	HOURLY RATE	
		5D	5ND
	1	29.90	29.20
	2	30.61	29.90
	3	31.35	30.62
	4	32.10	31.35
	5	32.87	32.10
	6	33.66	32.87
	7	34.47	33.66
	8	35.30	34.48
	9	36.15	35.31
10			

Effective September 1, 2024	STEP/LEVEL	HOURLY RATE	
		5D	5ND
	1	31.40	30.70
	2	32.11	31.40
	3	32.85	32.12
	4	33.60	32.85
	5	34.37	33.60
	6	35.16	34.37
	7	35.97	35.16
	8	36.80	35.98
	9	37.65	36.81
10			

Effective September 1, 2025	STEP/LEVEL	HOURLY RATE	
		5D	5ND
	1	33.15	32.45
	2	33.86	33.15
	3	34.60	33.87
	4	35.35	34.60
	5	36.12	35.35
	6	36.91	36.12
	7	37.72	36.91
	8	38.55	37.73
	9	39.40	38.56
10			

Salary Schedule #6

Early Childhood Extended Day Instructor, Handicap Coordinator

Effective September 1, 2023	STEP/LEVEL	HOURLY RATE
	1	35.21
	2	36.05
	3	36.92
	4	37.82
	5	38.73
	6	39.67
	7	
	8	
	9	
	10	

Effective September 1, 2024	STEP/LEVEL	HOURLY RATE
	1	36.71
	2	37.55
	3	38.42
	4	39.32
	5	40.23
	6	41.17
	7	
	8	
	9	
	10	

Effective September 1, 2025	STEP/LEVEL	HOURLY RATE
	1	38.46
	2	39.30
	3	40.17
	4	41.07
	5	41.98
	6	42.92
	7	
	8	
	9	
	10	

Salary Schedule #8

Food Service Assistant, Occupational Therapist Assistants, Physical Therapist Assistants

Effective September 1, 2023	STEP/LEVEL	HOURLY RATE
	1	38.86
	2	39.80
	3	40.77
	4	41.75
	5	42.77
	6	43.80
	7	44.87
	8	45.96
	9	47.08
10	48.22	

Effective September 1, 2024	STEP/LEVEL	HOURLY RATE
	1	40.36
	2	41.30
	3	42.27
	4	43.25
	5	44.27
	6	45.30
	7	46.37
	8	47.46
	9	48.58
10	49.72	

Effective September 1, 2025	STEP/LEVEL	HOURLY RATE
	1	42.11
	2	43.05
	3	44.02
	4	45.00
	5	46.02
	6	47.05
	7	48.12
	8	49.21
	9	50.33
10	51.47	

Salary Schedule #9

Steps to Success Program Advisor, Special Education Budget Analyst

Effective September 1, 2023	STEP/LEVEL	HOURLY RATE
	1	33.16
	2	33.96
	3	34.78
	4	35.62
	5	36.48
	6	37.36
	7	38.26
	8	39.19
	9	40.13
10		

Effective September 1, 2024	STEP/LEVEL	HOURLY RATE
	1	34.66
	2	35.46
	3	36.28
	4	37.12
	5	37.98
	6	38.86
	7	39.76
	8	40.69
	9	41.63
10		

Effective September 1, 2025	STEP/LEVEL	HOURLY RATE
	1	36.41
	2	37.21
	3	38.03
	4	38.87
	5	39.73
	6	40.61
	7	41.51
	8	42.44
	9	43.38
10		

Salary Schedule #9A

Senior Application Support Specialist Webmaster
Teen Advantage Coordinator, Data Systems & Applications Manager, Data Analysis Specialist,
ELL Enrollment & Assessment Specialist, Educational Technology Support Specialist,
Application Support Specialist, Graphic Arts Publishing Coordinator

Effective September 1, 2023	STEP/LEVEL	HOURLY RATE
	1	39.31
	2	40.26
	3	41.24
	4	42.24
	5	43.26
	6	44.31
	7	45.39
	8	46.49
	9	
10		

Effective September 1, 2024	STEP/LEVEL	HOURLY RATE
	1	40.81
	2	41.76
	3	42.74
	4	43.74
	5	44.76
	6	45.81
	7	46.89
	8	47.99
	9	
10		

Effective September 1, 2025	STEP/LEVEL	HOURLY RATE
	1	42.56
	2	43.51
	3	44.49
	4	45.49
	5	46.51
	6	47.56
	7	48.64
	8	49.74
	9	
10		

Salary Schedule #9B

METCO Liaison

Effective September 1, 2023	STEP/LEVEL	HOURLY RATE
	1	33.16
	2	33.96
	3	34.78
	4	35.62
	5	36.48
	6	37.36
	7	38.26
	8	39.19
	9	40.13
	10	

Effective September 1, 2024	STEP/LEVEL	HOURLY RATE
	1	34.66
	2	35.46
	3	36.28
	4	37.12
	5	37.98
	6	38.86
	7	39.76
	8	40.69
	9	41.63
	10	

Effective September 1, 2025	STEP/LEVEL	HOURLY RATE
	1	36.41
	2	37.21
	3	38.03
	4	38.87
	5	39.73
	6	40.61
	7	41.51
	8	42.44
	9	43.38
	10	

Salary Schedule #11

METCO Bus Monitor

Effective September 1, 2023	STEP/LEVEL	HOURLY RATE
	1	22.73
	2	23.27
	3	23.82
	4	24.38
	5	24.96
	6	25.55
	7	
	8	
	9	
10		

Effective September 1, 2024	STEP/LEVEL	HOURLY RATE
	1	24.23
	2	24.77
	3	25.32
	4	25.88
	5	26.46
	6	27.05
	7	
	8	
	9	
10		

Effective September 1, 2025	STEP/LEVEL	HOURLY RATE
	1	25.98
	2	26.52
	3	27.07
	4	27.63
	5	28.21
	6	28.80
	7	
	8	
	9	
10		

Salary Schedule #14

**Parent Outreach Coordinator, Medication Coordinator,
Assistant to the Athletic Director**

Effective September 1, 2023	STEP/LEVEL	HOURLY RATE
	1	40.66
	2	41.65
	3	42.66
	4	43.69
	5	44.76
	6	45.84
	7	46.96
	8	
	9	
10		

Effective September 1, 2024	STEP/LEVEL	HOURLY RATE
	1	42.16
	2	43.15
	3	44.16
	4	45.19
	5	46.26
	6	47.34
	7	48.46
	8	
	9	
10		

Effective September 1, 2025	STEP/LEVEL	HOURLY RATE
	1	43.91
	2	44.90
	3	45.91
	4	46.94
	5	48.01
	6	49.09
	7	50.21
	8	
	9	
10		

Salary Schedule #15
System Substitute

Effective September 1, 2023	STEP/LEVEL	HOURLY RATE
	1	35.96
	2	36.83
	3	37.71
	4	
	5	
	6	
	7	
	8	
	9	
10		

Effective September 1, 2024	STEP/LEVEL	HOURLY RATE
	1	37.46
	2	38.33
	3	39.21
	4	
	5	
	6	
	7	
	8	
	9	
10		

Effective September 1, 2025	STEP/LEVEL	HOURLY RATE
	1	39.21
	2	40.08
	3	40.96
	4	
	5	
	6	
	7	
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An assignment for the same teacher that lasts 20 or more consecutive days will be paid at the system's long term substitute rate retroactive to the first day of the assignment.

APPENDIX B. 2014 MEMORANDUM OF AGREEMENT

MEMORANDUM OF AGREEMENT
BETWEEN
THE BROOKLINE SCHOOL COMMITTEE
AND
THE BROOKLINE EDUCATORS' UNION JUNE 2014

Whereas, the Brookline School Committee (“Committee”) and the Brookline Educators’ Union (“BEU”) wish to enter into an agreement to accrete Occupational Therapist Assistants (“OTAs”) into the BEU Paraprofessional Unit and to address any and all impacts associated with such accretion and the use of OTAs; and

Whereas, the Committee has used OTAs to provide services to students in the Public Schools of Brookline (“PSB”) employed by the Committee or engaged through a contractor to the PSB; and

Now therefore, the Committee and the BEU, collectively referred to as the “Parties” agree as follows:

1. Effective with the start of the 2014-2015 work year, OTAs employed by the Committee shall be represented by the BEU Paraprofessional Unit. The Parties agree that the Committee has the right to continue to engage contractors to perform some or all of the OTA work such as in the following circumstances: short-term purposes (one year or less) such as to fill-in for a leave of absence or provide compensatory services, or on an interim basis while the hiring process takes place (including job posting, interviewing, and finalizing employment status) This does not negate the use of contractors to address occupational therapy services outside of the school buildings such as in medical facilities, outside placements, students’ homes, or other non-traditional placements for whatever length of time is needed.
2. OTAs who are employed by the Committee shall be placed on Salary Schedule 8 in the BEU Paraprofessional Unit Collective Bargaining Agreement.
3. OTAs will be supervised and evaluated by administrators of the PSB and by Occupational Therapists who will be required to provide direction and work-related supervision to OTAs.
4. The Parties agree that all bargaining obligations have been satisfied with respect to OTAs and Occupational Therapists, including, but not limited to, bargaining obligations associated with the accretion of OTAs into the paraprofessional bargaining unit, the work performed by OTAs in the PSB, the direction and supervision of OTAs, and the interaction and shared work between Occupational Therapists and OTAs, and the wages and working conditions for OTAs.
5. This MOA is subject to approval by the School Committee and approval of the BEU executive board.

APPENDIX C. 2017 MEMORANDUM OF AGREEMENT

MEMORANDUM OF AGREEMENT
BETWEEN
THE BROOKLINE SCHOOL COMMITTEE
AND

THE BROOKLINE EDUCATORS' UNION September 24, 2017

Whereas, the Brookline School Committee (“Committee”) and the Brookline Educators’ Union (BEU) wish to enter into an agreement to resolve CAS-17-5861 filed by the BEU on March 3, 2017,

Now therefore, the Committee and the BEU, collectively referred to as the “Parties,” agree as follows:

1. The Parties agree to accrete the following positions into the BEU paraprofessional unit (hereinafter referred to as the “newly accreted positions,”) and to assign each such newly accreted position to the Salary Schedule identified below as of July 1, 2017¹:

Accreted Position	Salary Schedule
Physical Therapist Assistant	#8
Data Systems & Applications Manager	#9A
Data Analysis Specialist	#9A
ELL Enrollment & Assessment Specialist	#9A

2. The Parties agree that the Classroom/Health Aide position is currently a unique position that will not be accreted into the BEU paraprofessional unit at this time. The Parties agree that this agreement will not be considered a waiver of the BEU’s right to pursue accretion of the Classroom/Health aide position at a later date, either after the student for whom the current incumbent is currently working leaves the Public Schools of Brookline (PSB) or in the event a second Classroom/Health Aide is hired by the District to work with a different student(s). The Committee will be free to raise any objections to such accretion in the future.
3. Effective July 1, 2017, the employees filling the newly accreted positions employed by the Committee shall be represented by the BEU Paraprofessional Unit.
4. The Parties agree that the Committee has the right to continue to engage contractors to perform some or all of the Physical Therapist Assistant work such as in the following circumstances: short-term purposes (one year or less) such as to fill-in for a leave of absence

¹ The incumbents in the position will be placed in the Salary Schedule retroactive to July 1, 2017 at the September 1, 2017 salary rate. Accordingly, the incumbents will not receive an additional pay raise until September 2018.

or provide compensatory services, or on an interim basis while the hiring process takes place (including job posting, interviewing, and finalizing employment status) and to address physical therapy services outside of the school buildings such as in medical facilities, outside placements, students' homes, or other non-traditional placements for whatever length of time is needed.

5. The parties acknowledge that the Physical Therapist Assistant is directed by the Physical Therapist, and there is shared work and interaction between them. The Committee recognizes its obligation to bargain over a calculated displacement of bargaining unit work to the extent required by law.
6. The incumbents in the newly accreted positions as of the date of this Memorandum of Agreement who are employed by the PSB in the same newly accreted position as of July 1, 2017, shall be placed on the Salary Schedules in the BEU Paraprofessional Unit Collective Bargaining Agreement, as described in Attachment A. Each employee shall be deemed to have been employed in the unit from their start date in the position which is being placed into the unit and to have received their annual raise based on their salary placement.
7. Upon initial employment, employees hired into one of the newly accreted positions after the date of this Memorandum of Agreement shall be paid in accordance with the Salary Schedule identified in Paragraph #1 of this Memorandum of Agreement and placed on the appropriate step as determined by the Paraprofessional Unit Collective Bargaining Agreement, which provides that placement of a new hire on the salary schedule shall be in the exclusive discretion of the employer.
8. Any incumbent in the newly accreted positions as of the date of this Memorandum of Agreement whose benefits are greater than those in the Paraprofessional Unit Collective Bargaining Agreement shall retain such greater benefits as provided in Article 1.3 of the Paraprofessional Unit Collective Bargaining Agreement, so long as each incumbent remains in the bargaining unit without being promoted to a higher paying position. Such employee will be required to comply with the contractual eligibility requirements for any particular benefit. The incumbents will retain the vacation hours they have accumulated prior to August 31, 2017, but must use the accumulated vacation by June 30, 2019. In the alternative, the incumbent may choose to cash out their vacation at the hourly rate that was in effect as of the last pay period in June 2017. The incumbent must make this choice within ten days of the execution of this Agreement.
9. The Parties agree that all bargaining obligations have been satisfied with respect to the Physical Therapy Assistant, the Data Systems & Applications Manager, the Data Analyst Specialist and the ELL Enrollment & Assessment Specialist, including, but not limited to, bargaining obligations associated with the accretion of the newly accreted positions into the paraprofessional bargaining unit, the work performed by the newly accreted positions in the PSB, the direction and supervision of the newly accreted positions, the interaction and shared work between employees in the Paraprofessional Unit and individuals and employees outside the Paraprofessional Unit and the wages and working conditions for the newly accreted positions. The parties understand the positions to include the duties reflected in the current job

descriptions. The Committee recognizes its obligation to bargain over job duties and work load to the extent required by law.

10. This MOA is subject to approval by the School Committee and approval of the BEU executive board.
11. As the Parties have resolved all of the issues regarding the BEU's petition for clarification and amendment, CAS-17-5861, the BEU shall withdraw with prejudice its petition for clarification and amendment currently pending before the DLR, CAS-17-5861.

Attachment A

Name	Position	Salary in 2017	Placement on Salary Schedule effective 9/1/2017 (but paying this rate effective 7/1/17	Vacation Hours Accrued as of 8/31/17
Brandi Adelstein	Physical Therapy Assistant	\$30.9062/hour	Schedule #8, Step 4 -- \$32.5601	0 hours
Charles Chang	Data Systems & Applications Manager	\$44.1920/hour	Schedule #9A, Step 8*	7.2 hours
Victoria Ching	Data Analysis Specialist	\$30.7693/hour	Schedule #9A, Step 3- \$32.3182/hour	109 hours
Karen Richardson	ELL Enrollment and Assessment Specialist	\$34.4141/hour	Salary Schedule# 9A, Step 5- \$35.5185/hour	115 hours

*The Parties agree that the current incumbent, Charles Chang, who will be placed on the #9A salary schedule at Step 8 at \$45.0757/hour, shall starting September 1, 2018, receive the same increases as Step 8 of Salary Schedule #9A (percentage or flat increase) so long as he remains in the same position.

APPENDIX D

A paraprofessional who is regularly scheduled to work fewer than forty (40) hours per work week may apply to serve as a club advisor for school-based activities provided that such service does not result in the paraprofessional working in the aggregate more than forty (40) hours in a work week. In no case shall such service as a club advisor be more than 2.5 hours per week unless the principal requests a waiver of the 2.5 hour cap and the Human Resources Director approves such waiver. When the paraprofessional is appointed by the building principal/head of school to serve as a club advisor, the paraprofessional shall be paid at the paraprofessional's regular hourly rate for the work as a club advisor.