Agreement between

# The Brookline School Board

# and

# The Brookline Education Support Staff Association, NEA-NH

***July 1, 2026 to June 30, 2028***

# TABLE OF CONTENTS


| SECTION | HEADING | PAGE NUMBER |
|---|---|---|
| | PREAMBLE | 2 |
| ARTICLE I | RECOGNITION | 2 |
| ARTICLE II | NEGOTIATIONS PROCEDURE | 2 |
| ARTICLE III | ASSOCIATION RIGHTS | 2 |
| ARTICLE IV | EMPLOYEE RIGHTS | 3 |
| ARTICLE V | MANAGEMENT RIGHTS | 3 |
| ARTICLE VI | GRIEVANCE PROCEDURES | 5 |
| ARTICLE VII | EMPLOYEE STATUS | 7 |
| ARTICLE VIII | WORKING CONDITIONS | 7 |
| ARTICLE IX | VACANCIES | 9 |
| ARTICLE X | LAY OFFS | 9 |
| ARTICLE XI | COMPENSATION | 9 |
| ARTICLE XII | PAYROLL DEDUCTIONS | 12 |
| ARTICLE XIII | PROFESSIONAL DEVELOPMENT | 13 |
| ARTICLE XIV | LEAVE BENEFITS | 13 |
| ARTICLE XV | INSURANCE BENEFITS | 16 |
| ARTICLE XVI | PAID HOLIDAYS | 17 |
| ARTICLE XVII | SEVERABILITY | 17 |
| ARTICLE XVIII | VACATIONS | 18 |
| ARTICLE XIX | RETIREMENT BENEFITS | 18 |
| ARTICLE XX | DURATION | 18 |
| | SIGNATURE PAGE FOR AGREEMENT | 19 |
| | | |
| APPENDIX A | SALARY SCHEDULE | 20 |
| APPENDIX B | LONGEVITY PAYMENT | 22 |
| APPENDIX C | GRIEVANCE AND ARBITRATION FORMS | 23 |

## Preamble

This Agreement is entered into between the Brookline School Board (hereinafter referenced as the "Board") and the Brookline Education Support Staff Association, NEA-NH (hereinafter referenced as the "Association").

## Article I.
## RECOGNITION

A. The classifications listed will reflect those recognized in the certificate filed with the PELRB on February 28, 2002.

B. The Association agrees to represent all personnel in the bargaining unit without discrimination and without regard to membership in the Association.

C. "Staff Members" as referenced in this Agreement are those employees covered by the Agreement ***and includes all full-time and part-time Administrative Assistants, Paraeducators, custodians, food service workers, and grounds maintenance personnel (hereinafter referred to as "Staff Member(s)" or "Staff") employed in the Brookline School District (hereinafter referred to as the "District").***

## Article II.
## NEGOTIATIONS PROCEDURE

Negotiations shall be conducted in accordance with RSA 273-A.

## Article III.
## ASSOCIATION RIGHTS

A. The local Association shall have the right to post notices of activities on bulletin boards designated by the Administration, at least one of which shall be provided in each school building. The Association shall not post any material which, in the reasonable judgment of the Administration, is libelous, detrimental to the relationship between the parties, or is of an advertising or political nature.

B. The local Association may use school mail boxes or school e-mail for communications to its members concerning Association activity.

C. The local Association may have the reasonable use of school buildings during non-school hours for Association meetings, provided that any such use does not conflict with previously scheduled activities, and is in accordance with applicable Board policies. The Association, by its designated representative, will notify the Administration in advance of any such meeting(s), and must receive the prior approval of the Administration.

The Association shall pay for the costs incident to such use, including any cost associated with the use of District equipment and/or materials.

D. State and National representatives of the Association may conduct Association business in school buildings, provided that notice has been given in advance to the Administration, that such business does not interfere with the operation of school programs, nor is disruptive to the operation of the school(s).

E. The local Association will be allowed sufficient time on the agenda of the opening day of school or welcoming ceremony to make a brief presentation. ***The Association shall have the right to use school buildings at reasonable times for meetings when such use would not interfere with the operation of school programs, nor services or rental obligations made to other organizations. Reasonable notification of use shall be given to the District.***

## Article IV.
## EMPLOYEE RIGHTS

In accordance with Federal and State laws, the Board shall not illegally discriminate against any member of the bargaining unit.

A. All employees shall be in a probationary period for the first ninety (90) calendar days of employment with the District. Following completion of the probationary period, employees shall be entitled to just cause as articulated in Article VIII.B. ***All employees will receive a review, by the appropriate supervisor, following the end of the probationary period, but prior to 120 calendar days. A staff member who has been employed for more than 120 days and who is discharged by the District shall be given written notice of the reason for the termination.***

## Article V.
## MANAGEMENT RIGHTS

A. Except as specifically limited by the express terms of this Agreement, the Board reserves the right to exercise management prerogatives to include, but not be limited to: unilaterally determine the standards of service to be offered by it; set the standards of selection of employees; select employees; direct and assign its employees; take disciplinary action; relieve its employees for lack of work or other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which its operations are to be conducted; determine the job classifications; allocate and reorganize positions and staffing; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the facilities, methods, means and technology of performing its work.

B. Nothing in this agreement shall require the District to keep offices open in the event of inclement weather, an emergency, or when otherwise prevented by an act of God. When the schools are closed to students due to the above conditions, employees shall not be required to report to their job assignments. However, if an employee is part of the Skeleton Crew, as defined by the Superintendent, the employee is required to report to work. Should a member of the Skeleton Crew not report to work, he or she will suffer loss of salary for actual hours missed, barring an exceptional circumstance waiver approved by the Superintendent. Skeleton Crew members may not use paid time off on these days, except in cases of absences pre-scheduled more than 48 hours in advance.

***When the schools are closed to students due to inclement weather, all Staff members may use up to 2 personal days to receive pay for up to 2 inclement weather days, referred to as snow conversion days. Application for such personal days must be made in writing within one week after school opens again. All eligible staff may use pre-scheduled sick or pre-scheduled and pre-approved vacation days for any inclement weather day. An absence will not be considered pre-scheduled if it is submitted less than three days prior to the Superintendent closing the buildings. Full-Year administrative assistants and senior administrative assistants may choose to use a paid vacation day for any inclement weather days. Application for such vacation days must be made in writing within***

***one week after school opens again. Staff members not reporting for work and not a part of the skeleton staff (school year staff) will be required to make up the time when the student's calendar is adjusted, and they will be required to work the number of days and hours specified in each contract. An absence will not be considered pre-scheduled if it is submitted less than 24 hours prior to the Superintendent closing the building. The Superintendent may waive the 24-hour requirement on a case by case basis.***

C. ***Full-Year administrative assistants and senior administrative assistants under this agreement may choose to report to work on a Skeleton Crew Day, or perform remote work. If a staff member chooses to perform remote work, they must notify their building administrator prior to the start of the scheduled shift and a log of work must be submitted within 24 hours to the building administrator and the Human Resources Department. At the Facilities Director or designee's direction, facilities department staff may report to work and leave early with prior approval. Employees who choose to leave early with said prior approval may use their available leave time or take the time without pay.***

D. ***For the purposes of this article, Category Coverage, as defined by Article XI will not apply to days when the skeleton crew is expected to work or days when students are expected but not present.***

E. ***If an employee temporarily becomes a Teacher at the request of the SAU, their original position will be held and they will retain their benefits and seniority from this prior role. Should an employee choose to apply for a teacher vacancy and be hired, the above does not apply.***

F. ***A newly hired employee who is hired from another SAU 41 District with no break in service, shall not retain any pay, seniority, leave balances, or other benefits moving from one district to another. However, the employee will be eligible to earn leave benefits in the district using the years of experience gained in the previous SAU 41 District. If the employee does not provide continuous service to SAU 41 at the time of the change or in the future, this language shall become voided.***

***For example, if the employee's original hire date in another SAU 41 District was 11/1/2021 and that employees moves into the district with no break in service on 9/1/2024, their date of hire for the purposes of seniority and benefits will be the date of change 9/1/2024), however the leave accrual date will remain as 11/1/2021. If the employee were to leave the district for any reason other than reduction in force and be rehired at a future date, all dates, including leave accrual, will reset to the new date of hire.***

***A Staff Member commencing work prior to February 1 of the school year and working to the end of the school year, who is eligible based on the current Agreement, shall receive a step increase the following year. A Staff Member commencing work on February 1 or later in the school year shall not receive a step increase for the following year, shall remain at his/her current step, in accordance with the salary schedule in Appendix A, and shall not receive a decrease in pay the following year.***

G. ***Job descriptions which reflect the appropriate duties and responsibilities of each position shall be provided to the employee at the time of hire or upon offer of a new position. A copy signed by the employee will be placed in the personnel File. When a Job Description is revised and approved by the Superintendent, the employee will be provided with an updated version to be signed and placed in the personnel file.***

***Failure to obtain and maintain federal, state or student specific mandated certifications will result in termination of employment. No Staff Member shall be regularly asked to perform work or be rated on responsibilities which are not part of his/her description.***

## Article VI.
## GRIEVANCE PROCEDURE

A. Definition: For purposes of this Agreement, a grievance shall mean an allegation by a staff member that an express provision of this Agreement has been violated.

B. Purpose: The parties acknowledge that it is more desirable for a staff member and his/her immediately involved supervisor to resolve problems through free and informal communications. Grievances which are not satisfactorily settled in an informal way shall be reduced to writing. The written grievance shall state the specific alleged violation of this Agreement, and the relief which is being sought. See Appendix ***C***. for grievance form to be utilized.

C. Right of Representation: A staff member shall, upon reasonable prior request, have the right to have an Association representative present during any step of this Procedure, provided that such Association representative is available in a timely manner.

D. Procedure: Grievances shall be handled in accordance with the following procedures:

Days: All references herein to "days" shall mean school days, unless otherwise specifically indicated.

Time Limit for Initiating Grievance: A grievance must be initiated by a staff member within 20 days of its occurrence.

Level One:
Within five (5) days of receipt of a formal grievance, the Building Principal shall meet with the grievant. Within five (5) days following this meeting, the Principal shall give his/her answer in writing. If the grievance is not settled at this level, it may be referred to Level 2 within five (5) days from the date of receipt of the answer.

Level Two:
Within five (5) days of a written appeal to this level by the grievant, the Superintendent will meet with the grievant. The Superintendent shall give his/her answer to the grievant within five (5) days of said meeting.

Level Three:
The grievant may appeal the Level Two decision to the School Board by giving written notice to the Board Chair, through the SAU 41 Office, no later than five (5) days from receipt of the Superintendent's answer at Level Two.
Within thirty days of an appeal to this Level, the Board shall meet with the grievant and hear the facts alleged in the grievance.

The Board shall issue its answer to the grievance no later than ten (10) days from the date of meeting with the grievant.

The decision of the Board shall be final and binding, subject to applicable legal avenues of review available to the grievant.

Level Four:
Advisory Arbitration

In the event that the grievant is not satisfied with the decision rendered by the Board at Level Three, the Association may request, within ten (10) days of receiving the Level Three decision, that the grievance be referred to advisory arbitration.

Upon receiving notice of referral to advisory arbitration, the parties shall attempt to agree upon an arbitrator. If the parties are unable to agree upon an arbitrator, they shall contact the New Hampshire Public Employee Labor Relations Board, who shall provide a list of potential arbitrators.

Upon selection of a mutually agreed upon arbitrator, the parties will schedule a date for arbitration. The arbitrator shall hear the grievance, but shall have no power or authority other than to interpret and apply the specific terms of this Agreement. He/she shall have no power to add to, subtract from, alter, or otherwise modify the terms of this Agreement.

The arbitrator shall submit a decision in writing to both the Board and grievant. The arbitrator's decision shall be advisory only.

Costs attendant to the arbitration, other than costs of representation, shall be borne equally by the parties

Exclusions:

Management prerogatives, as listed and referenced in this Agreement, as well as those listed in RSA 273-A., shall not be subject to this Grievance Procedure.

E. Waiver of Grievance: Failure at any step by the grievant to meet specified timelines shall cause the grievance to be forfeited. Failure at any step by the administration or Board to meet specified timelines shall allow the grievant to proceed to the next step of the procedure.

Notwithstanding the above, timelines contained in the Grievance Procedure may be extended, if done so in writing and by mutual agreement.

F. Summer Recess: In the event that a grievance is filed on or after June 1, the parties agree to make a good faith effort to reduce the time limits set forth herein so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable. During the summer recess, all time limits shall refer to normal business days (Monday through Friday, except legal holidays).

G. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants. ***Grievances shall not be made a part of any employee's personnel file or used in making employment references.***

H. The parties agree that staff members covered by this Agreement shall enjoy freedom from restraint, interference, coercion, discrimination, or reprisal in presenting or appealing any grievance under this Article.

## Article VII.
## EMPLOYEE STATUS

(a) "Full-time" employees are those whose normal work week consists of thirty-one (31) hours or more.

(b) "Part-time" employees are those whose normal work week consists of less than thirty-one (31) hours, unless otherwise indicated in this Agreement.

(c) "Week" is defined as being Monday through Friday, unless a particular employee's normally scheduled work week is different.

(d) "Full Year" employees are those whose normal work year consists of 52 weeks inclusive of vacation and holidays.

(e) "School Year" employees are those whose normal work year is dependent on the school year calendar.

(f) "Work Week" is defined as being Wednesday through Tuesday.

***(g) "Day" is the normal work day as specified for each position in the Staff Member's annual working hours memo. Bona fide leave time shall not be used to extend the normal work day.***

***(h) "Probationary Period" shall be defined as the first 90 calendar days of employment or in a newly obtained position within the bargaining unit. A position will be considered newly obtained if an existing employee is required to apply for and is hired into the position. This clause will not apply to employees who are transferred to a different position outside of the hiring process.***

## Article VIII. WORKING CONDITIONS

A. Full-time staff members are entitled to a thirty (30) minute duty-free lunch. Work days and hours shall be explicit in each employee's ***annual working hours memo***. ***The annual working hours memo will be distributed by August 1 of each year for all full-year support staff through email. School year support staff will receive the memo no later than August 20 each year through email.***

B. A staff member shall have the right to request that a local Association representative be present during a meeting called for disciplinary purposes, or for other than disciplinary purposes, which becomes disciplinary during the course of the meeting. The Parties recognize that such meetings shall not be unduly delayed because of the unavailability of a local Association representative and no action shall be taken with respect to the employee until such representative of the Association is present. ***Performance evaluation meetings to discuss the quality of work, student needs, and discussions related to areas of improvement shall not be considered disciplinary and will not require representation.***

C. The Board and Association agree that the responsibility for annual staff evaluation rests with the administration or supervisor and that the evaluation shall be completed by May 30th.

The written annual evaluation following Board policies will be reviewed with the staff member, and signed by both the staff member and the evaluator. The signature of the staff member indicates only that the staff member has seen and reviewed the formal evaluation report, and does not necessarily

indicate agreement with the evaluation. A staff member who disagrees with an evaluation will be given the opportunity to submit a rebuttal, in writing, to be attached to the evaluation document.

D. No material shall be placed in a staff member's personnel file unless the staff member has had an opportunity to review such material. The staff member will sign the copy to be filed, with the expressed understanding that such signature in no way indicates agreement with the contents thereof. The staff member will also have the right to submit a written answer. To the degree protected by law, these provisions do not apply to material of a confidential nature acquired by the District when initially hiring a staff member.

Staff members shall have the right to, upon 24 business hours advance notice, review and make copies of any information in their personnel file, except confidential pre-employment references. Any staff member shall have the right to be accompanied by an Association Representative when inspecting their personnel file.

Access to staff members' personnel files will be limited to supervisory personnel within the District (including such persons employed or engaged by the District to carry out necessary or appropriate District functions), or as may be required by law.

E. ***In the event that a Staff Member is duly required to perform job duties and responsibilities for work of the same or another classification they shall be paid a differential of $3.00 per hour above their regular rate of compensation. A mutually acceptable Support Staff Coverage Log shall be kept by each individual Staff Member. "Coverage" will be defined as only the hours performing actual work and only when pre-approved by the supervisor. Staff Members will not be automatically paid for a full shift. Coverage logs shall be submitted to and approved by the supervisor each pay period in order to be paid the wage differentials.***

***In order to be paid for the coverage, the Support Staff Coverage Log must be submitted to the SAU before or on the final day of the pay period associated with when the work was performed or the additional pay shall be subject to forfeiture. For the final pay period of the school year, it must be submitted by June 30th.***

F. Any Staff Member who substitutes for Professional Staff will be paid a sum equal to 75 percent of the current maximum daily teacher substitute pay per day above their regular rate for each full day of substitution.

A Professional Staff Coverage Log shall be kept by each individual Staff Member. When the total reaches one full day, the Staff Member shall receive the above mentioned 75 percent per diem of the current maximum substitute rate.

In order to be paid for the coverage, the Professional Staff Coverage Log must be submitted to the SAU within 15 days of meeting the full day requirement or the additional pay shall be subject to forfeiture. For the final pay period, it must be submitted by June 30th.

G. Hazardous Duties: In the event that the administration elects to require any staff member to perform any hazardous duties which necessitate the staff member use safety goggles, gloves, or other similar protective devices, the administration will provide the same at no cost to the staff member.

***A shoe and/or outerwear allowance of $100 each year will be allowed if the assigned work warrants safety shoes or safety outerwear. In order to receive reimbursement, the employee must follow the established SAU process for requesting reimbursement. For the purposes of this article, employee will not be entitled to a pre-pay option for the purchase.***

***Also, three uniform shirts will be provided annually to all custodial and maintenance staff members. Custodial and maintenance staff members shall be required to wear these shirts during events as directed by administration. The purpose of this directive is to provide identification of staff members. This provision shall not be construed to imply any obligation for the administration to supply any uniforms or other routine clothing for staff members.***

H. Each ***Paraeducator*** will be paid to work three (3) days before the first day of school for students. ***In addition, each Paraeducator may attend pertinent teacher workshops to a maximum of three days per year at the discretion of administration.***

## Article IX.
## VACANCIES

A. The Board shall post notices of bargaining unit vacancies within the District on a bulletin board at each of the schools at least ten (10) business days prior to the deadline for applications, except in cases of emergency. The posting shall state the specific position to be filled, the job qualifications, and other relevant terms of employment.

Staff members may apply for any of these vacancies. Current staff members who follow the procedures for applying for bargaining unit vacancies will be considered for said vacancies prior to the hiring of an outside candidate.

B. Final decisions on the filling of all vacancies shall be the Superintendent's Prerogative, and such decisions shall not be subject to the Grievance Procedure.

## Article X.
## LAYOFFS

The School Board will:

1. Apply the reduction in force policy approved by the Board on April 13, 2010, known as Board policy GDQA.
2. Follow the policy during the term of this agreement; and
3. Make only such changes to the policy that are either the result of changes to the Federal or State law or such changes mutually agreed upon by the Board and Association.

## Article XI.
## COMPENSATION

A. Initial salary placement at the time of hiring shall be determined by the Superintendent, provided that a maximum of seven (7) years of appropriate experience may be recognized for salary purposes.

*B.* Job Categories:

Category 1 – Dishwasher
Category 2 – Food Service Worker, Custodian
Category 3 - Paraeducator
Category 4 – Head Cook, Maintenance Worker, Administrative ***Assistant***

Category 5 – Building Maintenance Supervisor, Senior ***Administrative Assistant, Special Education Administrative Assistant***

C. Overtime shall be paid in accordance with law. Except in cases of emergency with notification to the Building Administrator, Staff Members shall not work overtime or hours above contract without prior approval of their direct supervisor.

For any Full-Time employee: (1) any hours worked over eight (8) hours in one (1) day, or forty (40) hours in one week, the employee shall be compensated at the rate of one and one-half (1.5) times his/her regular hourly rate and; (2) for any hours worked over eight (8) hours in one (1) day or thirty-two (32) hours in one (1) week that contains a holiday, the employee shall be compensated at the rate of one and one-half (1.5) times his/her regular hourly rate. Use of paid time off does not count towards overtime calculations.

In the event that a Staff Member is called out to the school(s) when s/he is not normally scheduled to work ***(referred to as callback)***, s/he shall receive compensation of two (2) hours pay, at his or her normal rate of pay, in addition to the actual time spent at the school(s), including travel to and from the school(s), at straight time, unless overtime rules as stated above apply.

***Staff members required to work holidays shall be paid at the regular hourly rate for all hours actually worked in addition to their holiday pay, if that staff member were eligible for holiday pay on that day.***

***Regularly scheduled overtime shall be offered on a rotating basis by seniority among all Staff Members in a particular category. If a Staff Member declines an offer of overtime, his/her name shall drop to the bottom of the list as if s/he had worked the assignment. Where an emergency exists, the District may bypass the overtime list.***

***Except in cases of emergency, with notification to the Building Administrator, staff members shall not work overtime or hours above Notice of Employment without approval of Administration or Supervisor.***

***Any employee required to perform snow removal on a Saturday or Sunday will be paid a two-hour minimum including to travel to and from the schools at straight time. The employee will be compensated at their straight hourly rate or overtime as the rules apply. In addition, the employee will be paid a flat rate of $100.***

D. Salary advancement will be credited at the beginning of a staff member's work year. An employee commencing work prior to February 1st of the school year and working to the end of the school year shall receive a step increase for the following year. A staff member commencing work on or after February 1st in the school year shall not receive a step increase and shall remain at his or her current step rate, based on the relevant year pay grid as defined in Appendix A.

E. STIPEND

***A Para-educator whose assignment to a student or a specific special education program that requires that Para-educator to have specific training (ex. ABA, RBT) and/or perform certain medically related, behavior or daily living tasks all as anticipated and provided for in that student's IEP, BIP and/or 504 plan (collectively referred to in this section as "Student Plan"), will be entitled***

***to receive an hourly differential added to his or her hourly wage, for time that the Para-educator is attending to that student, or a student within a specific special education program, except in cases of direct instruction which is outlined in the student's plan. There shall be three differential rates, according to the level, nature, and frequency of the Specified Personal Care Duties, according to a rubric established and modified under the current District policy. The differentials relate to students who are not part of a specific special education program and those who are. The two hourly differential rates will be based upon annualized levels of up to $3,000, $5000 and $6,500 for a 6-hour work day for the school year.***

- ***Prior to the start of each school year, the Superintendent or designee will determine the differential rates appropriate for each existing Student Plan and/or program, and notify the respective Para-educator of the differential level.***
- ***Differential rates relating to specific students will be reviewed, and rates adjusted prospectively as Student Plans are developed and or modified over the course of the school year.***
- ***Any Special Education Classroom Para-educator or Special Education Program Para-educator who substitutes for a Para-educator during the time that the Para-educator is regularly assigned Specified Personal Care Duties, will receive the differential during that time.***
- ***The differential is paid only for time the Para-educator (or substitute) is assigned to a student under the Student Plan, and a student and Para-educator are in attendance. Such time will be indicated on the Para-educator's time card.***

F. Any ***Paraeducator*** who receives State Certification shall be entitled to an hourly wage adjustment as follows:

- Para-educator I: One dollar and fifteen cents ($1.15) per hour.
- Para-educator II: One dollar and twenty-five cents ($1.25) per hour (non-cumulative).

Any ***Paraeducator*** who holds or receives a Bachelors or higher in any field shall be entitled to an added hourly wage adjustment of two dollars and ten cents ($2.10) per hour to the Appendix A rate (non-cumulative). Any ***Paraeducator*** who holds or receives a Bachelors or higher in the field of education or a NH Teachers Certification shall be entitled to an added hourly wage adjustment of three dollars and seventy cents ($3.70) per hour to the Appendix A rate (non-cumulative). Requests for changes in pay as a result of certification and/or degrees must be made in writing to the Superintendent and shall include copies of valid certification or original (sealed, official) transcripts. Changes will be made effective in the pay period following receipt of the request, provided that sufficient documentation is included. Staff Members shall use the electronic professional development management system (PDMS) to accumulate and track their professional development and/or recertification hours. Failure to maintain certification will result in forfeiture of differential. See Appendix A.

G. Any Custodian or Maintenance Worker who completes the New Hampshire Association of School Business Officials School Facility Operations Certification, or other comparable certification as determined by the Superintendent, shall be entitled to an added hourly wage adjustment as follows, subject to approval by the Superintendent:

- Certified School Facilities Specialist – Level 1: forty cents ($0.40) per hour (non-cumulative)

- Certified School Facilities ***Manager***– Level 2: sixty-five cents ($0.65) per hour (non-cumulative)

H. A ***Paraeducator*** who is certified as a Registered Behavioral Technician (RBT) will receive an annual stipend of $800, with $400 payable in the first payroll in January and $400 payable in the last payroll in June.

I. ***Any Administrative Assistant, Special Education Administrative Assistant, or Senior Administrative Assistant who holds a BA or BS from an accredited university shall be entitled to an added hourly wage adjustment of one dollar ($1.00) per hour to the Appendix A rate (non-cumulated), subject to prior approval of the Superintendent.***

***Any Administrative Assistant, Special Education Administrative Assistant, or Senior Administrative Assistant who holds a MA, MS, or MBA from an accredited university shall be entitled to an added hourly wage adjustment of two dollars ($2.00) per hour to the Appendix A rate (non-cumulated), subject to prior approval of the Superintendent.***

***Requests for changes in pay as a result of certification and/or degree must be made in writing to the Superintendent and shall include copies of valid certification or original (sealed, official) transcripts. Changes will be made effective in the pay period following receipt of request, provided that sufficient documentation is included. Failure to maintain certification will result in forfeiture of the differential.***

***Staff Members shall use the electronic Professional Development Management System (PDMS) to accumulate and track their professional development and /or recertification hours. Due to the needs of the operation, the District reserves the right to limit the number of Staff Members who may be out at any one time.***

J. ***Any food service department employees who achieve and maintain Level 1 Certification annually, as defined by the School Nutrition Association (NH) in the certificate program, shall be entitled to an added hourly wage adjustment of $0.50 per hour.***

K. Salary Grid is in Appendix A.

## Article XII.
## PAYROLL DEDUCTIONS

The Board agrees that upon receipt of written authorization thereof, signed by a staff member covered by this Agreement, ***the Board*** will deduct from the ***regular*** salary check of the staff member ***to provide payment of dues for membership and assessments in the Brookline Education Support Staff Association (BESSA), National Education Association of New Hampshire (NEA/NH) and/or the National Education Association (NEA). Such deductions will be forwarded to the Association treasurer monthly. Dues deductions will commence as of payroll cycle seven (the third payroll cycle of the school year calendar) after the start of school, dependent on timely submission of deductions from the Association. Any signed authorization received after that date will be processed in the next available pay period following the third payroll cycle.***

***The Association shall indemnify and hold the District and the School Board and its representatives/designees harmless from any and all claims arising out of the District's non-negligent deduction and transmission of Association dues.***

## Article XIII.
## PROFESSIONAL DEVELOPMENT

Full-time employees, and those part time employees whose normal work week is twenty (20) hour or more, will be eligible for reimbursement of pre-approved, job related courses, workshops, or conferences in an amount not to exceed $600.00 per annum per said employee. There will be a maximum of $90.00 allowed for travel expenses per occurrence. All courses, workshops, and conferences require prior administrative approval**.** Each staff member may be approved to attend in-service days. Administration may, at their discretion, grant additional available funds to be used by an employee for job-related courses, workshops, or conferences.

Courses, workshops or conferences must be successfully completed with a grade of "B" or better (or "pass" in a pass/fail course), certificate of completion or attendance certificate, as appropriate, in order to qualify for reimbursement. Reimbursement will be made promptly in accordance with regular procedures upon receipt of the foregoing.

Staff members shall use the electronic Professional Development Management System (PDMS) to accumulate and track their recertification hours. The number of Staff Development hours accumulated, the amount needed for re-certification, and hours needed for completion of conditions of employment shall be updated to the electronic PDMS by the staff member. The administration will ensure that all in-district development activities are posted to the PDMS in advance of delivery. The responsibility for re-certification and completion of those conditions of employment still rests with the individual, who shall verify his or her own records.

## Article XIV.
## LEAVE BENEFITS

A. Sick Leave:

Each full-time employee will receive thirteen (13) days of sick leave per year, to a maximum accumulation of ninety (90) days. If an employee leaves the employ of the District, and has utilized more sick leave than he/she has "earned," a deduction will be made (based on earning 1.083 day for each month worked) from the employee's final paycheck.

Part-time employees shall receive sick leave on a pro rata basis.

Sick leave may be taken on an hourly basis. Usage of sick leave shall be for the illness of the employee or any member of her/his immediate family. "Immediate family" as used here, shall include spouse, son, daughter, father, mother, father-in-law, mother-in-law, sister, brother, or step-family of the employee, or any relative living in the immediate household of the employee. If an employee is absent for three (3) or more consecutive days due to illness, or for those who are on leave for reasons consistent under FMLA, for a personal illness or injury, or to take care for a family member, the employee shall supply medical documentation to Human Resources for the absences, as well as clearance to return to work, including limitations or restrictions, or lack thereof.

Current year sick leave (maximum 13 days) and not accrued sick leave may also be used when the staff member's absence is required due to illness of a member of his or her immediate family. "Immediate Family," as used here, shall be interpreted to include spouse, son, daughter, father, mother, brother, sister, of the Staff Member, or any relative living in the immediate household of the Staff Member." In exceptional circumstances, the Superintendent may approve a staff member's sick leave of other extended family members.

B. Sick Leave Bank:

The employer agrees to maintain a Sick Leave Bank to cover participating staff members in the event of an extended illness or disability.

The Sick Leave Bank procedures shall be established and administered by the Association, with the approval of the Superintendent**.**

The sick leave bank will be established for the benefit of those Support Staff members whose accumulated leave for illness becomes exhausted. ***To become eligible to request extended benefits from the sick leave bank, a Staff Member must:***

***1. Have exhausted all accrued sick leave under Section 14A of this article;***
***2. Present satisfactory evidence of serious illness, disability, pregnancy, or normal and customary post-partum as defined in 14C (excluding work-related illness or injury);***
***3. Complete the Sick Bank Application; and***
***4. Gain the approval of the Sick Bank Committee.***

***A Staff Member may draw up to thirty (30) days from the sick leave bank in any one year up to such time as Long Term Disability commences. The sick leave bank will be administered by the Sick Bank Committee which will consist of two (2) Staff Members who are union members and a person who is the designee of the Superintendent.***

***The Sick Leave Bank is only intended for the Staff Member and does not cover absences due to illness of a member of their immediate family. During the time of the Staff Member's absence, the District will maintain payment of the employer's portion of the Staff Member's medical insurance premiums.***

***The sick leave bank will have 180 days at its minimum.***

***For those who are on leave under FMLA, or for those who are on leave for reasons consistent under FMLA but not utilizing FMLA, for a personal illness or injury, shall supply medical documentation for the absence, as well as for clearance to return to work, including limitations or restrictions or the lack thereof. All medical documents will be supplied directly to Human Resources and will not be requested by Administration.***

Employees that are retiring or leaving the school district ***shall*** donate all sick leave to the sick leave bank.

The bookkeeping of the Sick Leave Bank will be maintained by the office of the Superintendent. This Article is not subject to the grievance procedure, other than bookkeeping discrepancies.

***C.*** Maternity Leave:

Up to forty (40) days of sick leave may be used for childbirth and recovery. Up to ten (10) days of the forty (40) days may be used prior to the due date with a physician's recommendation, or for a duration as is required by current law. Proof of recommendation is to be provided to the Superintendent's office prior to leave being granted.

D. Personal Leave:

Each full-time employee shall be granted three (3) personal leave day**s** per year. Each part-time employee shall receive two (2) personal leave days per year. Requests for personal leave shall be submitted no later than forty-eight (48) hours in advance of the start of the requested leave, and must be approved/denied by the Principal or Superintendent within forty-eight (48) hours of receiving the request. In emergencies, the employee requesting leave shall give twenty-four (24) hours' notice. Requests for personal day(s) must be made in writing, utilizing the established SAU 41 electronic absence management system, as far in advance as possible, in order to allow the Principal or Superintendent forty-eight (48) hours to review and approve/deny the request.

As a general rule, employees shall not be requested to state the reason for a personal day. However, if the personal day requested is for a day immediately preceding or following a scheduled holiday, school vacation, or personal vacation, a reason must be given for the personal leave request.

**E.** Bereavement Leave:

All employees shall receive five (5) days per year for bereavement of husband, wife, son, daughter, sister, brother, or mother, father, mother-in-law, father-in-law, or step family of the employee. In addition, ***the employee may take one (1) paid day per death to attend the funeral of any close friend or other relative. Unused funeral/bereavement leave shall not be cumulative.***

F. Professional Leave:

Each employee may be granted one (1) day per year as a professional day upon the approval of their appropriate supervisor. Additional days may be granted with district administration approval.

G. Court/Agency Appearance:

Any employee required to be present in court or at a hearing before an administrative agency of the government shall be granted up to three (3) days of non-cumulative leave with pay per year. This limitation shall not apply to jury duty. The employee shall not be required to use another category of leave. This shall not be used for personal legal matters. The employee shall sign over to the district any fees received from the court/agency less expenses for travel.

H. Jury Duty:

Employees shall be granted leave with pay for Jury Duty. Employees must supply documentation to substantiate request for leave. All days must be submitted via electronic absence management system as far in advance as possible. The employee shall sign over, to the District, any fees received as a result of the jury duty, less expenses for travel.

I. Unpaid Leave:

Upon approval of the Board, a staff member may be granted up to one year of unpaid leave for purposes of child rearing, parental care, or spousal care. Where possible, the staff member will give at least sixty (60) days' notice of informing the District of both the anticipated starting and ending dates of such leave.

Upon return, the staff member will be assigned to an equivalent position and retain all previously accrued benefits, including sick leave accumulation and seniority. If the unpaid leave includes less than ninety-five (95) work days in any school year, the staff member shall be given credit on the salary schedule for that year.

J. ***Unapproved Leave:***

***Employees must use either approved and available paid leave authorized by the Superintendent or designee (i.e. FMLA leave) to cover all absences from work. An employee may not be absent without leave without prior approval by Human Resources. Violation of this provision may result in disciplinary action up to and including termination.***

## Article XV.
## INSURANCE

A. Health Insurance:

The ABSOS20/401KDED-RX 10/20/45 plan will be the driver plan. ***For currently enrolled full-time staff members in the 2026-2027 year,*** the district will pay 100% of the premium cost of this plan for single, 2-person, and family for those on the plan. ***For currently enrolled full-time staff members in the 2027-2028 year, the district will pay 100% of the premium cost for a single plan, 97% for a 2-person plan, and 94% for a family plan.*** Current employees can also choose: AB10IPDED-RX10/20/45. The District will pay no more than 100% of the premium costs for the ABSOS20/401KDED-RX10/20/45 plan applied to this plan. For the family level of this plan, the District will pay 95% of the ABSOS20/401KDED-RX10/20/45 family plan.

Staff members with a start date on or after the effective date of this agreement, and staff members who are not receiving insurance through the district and have a qualifying event making them eligible for insurance, shall be offered the ABSOS20/401KDED-RX 10/20/45 only.

***For part-time staff working at least 30 hours and up to 31 hours/week: Beginning in fiscal year 2026-27, the District shall contribute $804 toward the monthly premium of a single, 2-person, or family ABSOS20/401KDED-RX10/20/45 plan or a plan with comparable employee benefits and employee costs as determined by the Board. In fiscal year 2027-2028 the District shall contribute $1,158 toward the monthly premium of a single, two-person, or family ABSOS20/401KDED-RX10/20/45 plan or a plan with comparable employee benefits and employee costs as determined by the Board.***

No co-coverage will be allowed. Additional plans may be added at the joint discretion of the school board and the Brookline Educational Support Staff Association.

If, as of July 1, **2028**, no successor agreement has been reached and it is determined that continuing to offer any existing plans that will subject the District to the so-called "Cadillac Tax" under the Affordable Care Act, then the District may, at its option, cease to offer whichever of those plans that would be subject to the tax.

Upon retirement, an employee may continue participation in a group plan until eligibility for Medicare. The retiree shall be responsible for full payment of the premiums.

Any full-time staff member who is eligible for health insurance under this Agreement, who shows proof of otherwise being covered by a health insurance plan roughly comparable to any plan offered under this Agreement, and who does not elect to receive health insurance through the District for the fiscal year, and who remains employed by the district for the complete school year, shall receive additional compensation of $2,000 (less withholding) from the District.

B. Life:

The Board shall provide a term life insurance policy, with a face value of the employee's annual salary. Age restrictions may apply, subject to carrier limitations.

C. Long Term Disability:

The Board shall provide the premium for a long term disability policy that provides 66 2/3 of monthly on terms specified by the carrier, with a ninety (90) day waiting period.

D. Dental:

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

E. If any of the regulations implementing the Patient Protection and Affordable Care Act result in a significant increase in the District's cost for health insurance, the District shall have the right to reopen negotiations only on the issue of health insurance.

## Article XVI.
## PAID HOLIDAYS

A. All full-time, school year staff members shall receive the same holidays scheduled by the Board as school holidays. Holiday pay will be paid on a pro-rated basis for part-time employees. Such time off shall be paid at the regular rate, provided that the staff member would have been scheduled to work for that day if it had not been a holiday.

B. Full-time, full-year Staff Members shall receive thirteen (13) holidays with pay at the regular rate. School year Staff Members shall receive no less than ten (10) paid holidays. Part-time school year Staff Members shall receive all paid holidays that match their work schedule as defined at the beginning of the school year. For example, if a Staff Member does not normally work on Mondays, they would not be eligible for Monday holidays.

C. In order to qualify for holiday pay, the staff member must have worked his/her last scheduled work day before the holiday, and his/her first scheduled work day after the holiday, unless these days were bona fide sick, ***preapproved*** vacation ***day***, or ***preapproved*** personal days.

## Article XVII.
## SEVERABILITY

If any provision of this Agreement is found contrary to law, then such provisions will not be deemed valid and subsisting except to the extent permitted by law, provided, however, that all other provisions of this Agreement will continue full force and effect. The parties shall promptly renegotiate the subject matter relating to any provision found contrary to law.

## Article XVIII.
## VACATIONS

Each full-time, full year employee shall be eligible for vacation time as follows:

| | Earned Per Month |
|---|---|
| • 0-5 years (0-71 months): | 0.83 |
| • 6-10 years (72-131 months): | 1.25 |
| • 11+ years (132 months+): | 1.67 |

Vacation time shall be computed as of each Staff Member's anniversary date and Staff Members shall be entitled to apply for accumulated vacation as it is earned. Vacation time may be anticipated with approval by the appropriate supervisor. If an employee has anticipated vacation and leaves before the vacation would have been earned, the District shall be entitled to deduct the amount equivalent to the pay for anticipated vacation from the employee's last paycheck at the present rate of pay being received by the employee at the time of separation. Should the amount of pay due for anticipated vacation exceed the amount due in the last salary check, the employee will remit the amount due to the District.

Vacation time may be taken at times requested by the employee, subject to prior approval by the building principal(s), and subject to the need to maintain efficient operations, particularly in high impact times such as prior to the beginning of the school year, and at, and just after, the end of the school year. The District reserves the right to limit the number of employees who may be on vacation at any one time and to establish procedures for selecting vacations.

Up to one (1) week of vacation may be carried into a subsequent year, provided that said week must be utilized by June 30th of the next fiscal year. Earned vacation shall be paid in full at the current rate of pay to the beneficiary at death or the staff member at retirement or resignation, excepting only termination for cause.

## Article XIX.
## RETIREMENT BENEFITS

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

## Article XX.
## DURATION

The provisions of this Agreement shall be effective as of ***July 1, 2026***, and continue to remain in full force and effect until ***June 30, 2028***.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 1 day of July, 2026.

**For the Association:**

Diana Ledoux
Association President

Charlene Lavey
Negotiator

**For the Board:**

Johanna Shriver-Halligan
Negotiator for School Board

Gina Bergskaug
Superintendent

## Appendix A

### Brookline Support Staff Salary Grid

Category 1 – Dishwasher
Category 2 – Food Service Worker, Custodian
Category 3 - Paraeducator
Category 4 – Head Cook, Maintenance Worker, Administrative ***Assistant***
Category 5 – Building Maintenance Supervisor, Senior ***Administrative Assistant, Special Education Administrative Assistant***

| FY27 Salary Grid | | | | | |
|---|---|---|---|---|---|
| | CAT 1 | CAT 2 | CAT 3 | CAT 4 | CAT 5 |
| Step 1 | $15.92 | $16.44 | $17.69 | $18.98 | $21.09 |
| Step 2 | $16.56 | $17.08 | $18.33 | $19.61 | $21.74 |
| Step 3 | $17.21 | $17.74 | $19.00 | $20.26 | $22.39 |
| Step 4 | $17.90 | $18.43 | $19.68 | $20.95 | $23.07 |
| Step 5 | $18.61 | $19.15 | $20.40 | $21.68 | $23.80 |
| Step 6 | $19.36 | $19.90 | $21.14 | $22.42 | $24.54 |
| Step 7 | $20.13 | $20.67 | $21.91 | $23.20 | $25.32 |
| Step 8 | $20.94 | $21.48 | $22.72 | $24.00 | $26.11 |
| Step 9 | $21.79 | $22.32 | $23.56 | $24.84 | $26.95 |
| Step 10 | $22.65 | $23.19 | $24.43 | $25.72 | $27.84 |
| Step 11 | $23.52 | $24.06 | $25.30 | $26.59 | $28.71 |
| Step 12 | $24.40 | $24.94 | $26.19 | $27.47 | $29.59 |

| FY28 Salary Grid | | | | | |
|---|---|---|---|---|---|
| | CAT 1 | CAT 2 | CAT 3 | CAT 4 | CAT 5 |
| Step 1 | $16.47 | $17.02 | $18.31 | $19.64 | $21.83 |
| Step 2 | $17.14 | $17.67 | $18.97 | $20.30 | $22.50 |
| Step 3 | $17.81 | $18.36 | $19.66 | $20.97 | $23.17 |
| Step 4 | $18.52 | $19.07 | $20.37 | $21.68 | $23.88 |
| Step 5 | $19.26 | $19.82 | $21.11 | $22.44 | $24.63 |
| Step 6 | $20.04 | $20.60 | $21.88 | $23.21 | $25.40 |
| Step 7 | $20.83 | $21.39 | $22.68 | $24.01 | $26.20 |
| Step 8 | $21.67 | $22.23 | $23.52 | $24.84 | $27.03 |
| Step 9 | $22.55 | $23.10 | $24.39 | $25.71 | $27.90 |
| Step 10 | $23.44 | $24.00 | $25.29 | $26.62 | $28.81 |
| Step 11 | $24.34 | $24.90 | $26.19 | $27.52 | $29.71 |
| Step 12 | $25.26 | $25.81 | $27.10 | $28.43 | $30.63 |

| Pursuant to Article 11, the following differentials may be applied to hourly rates: | |
|---|---|
| **Credential Differentials** | |
| **Para-Educator I:** | One dollar and fifteen cents ($1.15) per hour |
| **Para-Educator II:** | One dollar and twenty-five cents ($1.25) per hour |
| **Paraeducator Bachelors or Masters in any field:** | Two dollars and ten cents ($2.10) per hour |
| **Paraeducator Bachelors or Masters in Education OR NH Teaching Certification:** | Three dollars and seventy cents ($3.70) per hour |
| **Administrative Assistant Bachelors** | One dollar ($1.00) per hour |
| **Administrative Assistant Masters** | Two dollars ($2.00) per hour |
| **Facilities - CSFS Level 1** | Forty cents ($0.40) per hour |
| **Facilities - CSFM Level 2** | Sixty-five cents ($0.65) per hour |
| **Food Service - NHSNA Level 1** | Fifty cents ($0.50) per hour |

## Appendix B
Longevity Payment

Any Staff Member who has completed fifteen (15) or more years of continuous service working in the Brookline School District will receive longevity pay as follows (substitute years are not eligible):

15 years - $500
20 years - $1,000
25 years - $1,500
30 years - $2,000

This will be disbursed in the year following the threshold, provided the employee remains with the District or has retired on June 30th of each year. This payment is taxable. Employees who retire and return cannot combine years for this benefit. The President of BESSA shall be notified in June of the current year of all longevity payments due to be paid in the year following the threshold.

For the first year, payment will be made in July 2023 for all of those competing a threshold year by 6/30/2023. Payment will not be made for threshold years surpassed. For example, an employee that reaches 15 years at the end of 6/30/2023 will be paid $500 in the second pay period in July 2023. An employee that reaches 16 years at the end of 6/30/2023 will not be paid for 15 years, but rather will wait for the 20-year threshold to get their first longevity payment.

## Appendix C
## Grievance Form

Copies to: 1. Staff Member(s) Immediate Superior; 2. Principal;
3. Superintendent; 4. Association

To: _____ Date: _____

From: _____ School: _____

Date of Grievance: _____

Statement of Grievance, including the specific violation or condition, will reference the specific Article of the Brookline Support Staff/Brookline School Board Agreement violated:

Relief Sought:

_____
Signature

Date Received: _____

---

LEVEL 1

Submitted to: _____
Building Principal

Date Received: _____

Decision of Principal:

_____
Signature

Date: _____

LEVEL II

Appealed Prior Decision to: _____
Superintendent of Schools

Date Received: _____

Decision of Superintendent:

_____
Signature
Date: _____

---

LEVEL III

Submitted to Brookline School Board

Date Received _____

Decision of School Board:

_____
Board Chair
Date

---

LEVEL IV

Request to Submit Decision in Level III to Arbitration:

_____
Superintendent of Schools
Date Received _____

_____
Association President
Date Received _____