

ARTICLE XXIII

DURATION OF AGREEMENT


Except as is otherwise expressly provided elsewhere in this Agreement, this Agreement shall take effect as of July 1, 2018, and shall continue in full force and effect for a period of three (3) years from said date and shall continue in effect from year to year thereafter unless either party hereto shall, at least sixty (60) days prior to the expiration of the initial three (3) year period or at least sixty (60) days prior to the expiration of any yearly period thereafter, give to the other party notice of its intention to modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the _____ day of _____, _____.

SCHOOL COMMITTEE OF
THE TOWN OF BROOKLINE

AFSCME COUNCIL 93, AFL-CIO

School Committee Chair


Edward Nastari, Staff Representative
AFSCME Council 93


Mary Ellen Dunn
Deputy Superintendent for Admin. & Finance


Michael Fallon, President
AFSCME Local 1358

Matt Gillis
Director of Building Services

Thomas Hantakas, Steward
AFSCME Local 1358

Lisa Richardson,
Director of Human Resources


James Mellett, E-Board Member
AFSCME Local 1358

AGREEMENT

between

**THE SCHOOL COMMITTEE
OF THE TOWN OF BROOKLINE, MASSACHUSETTS**

and

**AFSCME COUNCIL 93, AFL-CIO
BUILDING SERVICE EMPLOYEES**

JULY 1, 2018 – JUNE 30, 2021

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AGREEMENT

AGREEMENT made and entered into as of the first day of July 1, 2018, between the SCHOOL COMMITTEE OF THE TOWN OF BROOKLINE (hereinafter referred to as the "School Committee"), and AFSCME COUNCIL 93, AFL-CIO (hereinafter referred to as the "Council").

PREAMBLE

Recognizing that our prime purpose is to provide service of the highest possible quality for the PUBLIC SCHOOLS OF BROOKLINE and that good morale within the ranks of the Building Service Employees of the Brookline Schools is essential to the achievement of that purpose, we, the undersigned parties to this contract, declare that:

- (a) Under the laws of Massachusetts, the School Committee, elected by the citizens of Brookline, has final responsibility for establishing the policies of the Building Service Employees of the Public Schools of Brookline.
- (b) The Deputy Superintendent of Schools for Administration and Finance has the responsibility for carrying out the policies so established.
- (c) The Building Service Employees of the Public Schools of Brookline have the responsibility of providing in school buildings, services of the highest quality possible.
- (d) Fulfillment of these respective responsibilities can be facilitated and supported by consultation and free exchanges of views and information among the School Committee, the Superintendent of Schools, the Director of Building Services, the officers of the Custodians Union and the Building Service employees in the formulation and application of policies relating to wages, hours, and other conditions of employment for these employees.

ARTICLE I

RECOGNITION

Pursuant to a Certification of Representatives issued by the Massachusetts Labor Relations Commission on April 15, 1982, the School Committee recognizes AFSCME Council 93, AFL-CIO, as the exclusive bargaining agent for the unit of the Building Service Employees of the School Committee. Said unit includes employees in the following classifications: Houseworker, Building Custodian, Senior Building Custodian, but excludes all other employees of the School Committee. Payroll deductions for dues shall be authorized only for the Council for the duration of this contract.

ARTICLE II

DEFINITIONS

- Section 1** The words "employee" and "employees," as hereinafter used in this Agreement, refer only to such employees as fall within the collective bargaining unit described in Article 1 hereof. The term "regular" employees, as hereinafter used in this Agreement, shall refer only to such employees who hold permanent or provisional status in a regular assigned position. The Term "temporary" employee, as hereinafter used in this Agreement, shall refer to an employee who (a) substitutes for a regular employee, or (b) is engaged for a period of time for a special assignment or for additional work, or (c) is serving on an intermittent provisional basis. Unless otherwise stated in this Agreement, all terms and provisions apply both to regular and temporary employees.
- Section 2** Whenever used in this Agreement, the male noun or pronoun is used to include the female noun or pronoun wherever the context permits or requires.
- Section 3** Whenever used in this Agreement, the term "Deputy Superintendent of Schools" shall refer to the Deputy Superintendent of Schools for Administration and Finance and the term "Council" shall refer to AFSCME Council 93, AFL-CIO.
- Section 4** Employees who are hired or re-hired into a position in the bargaining unit who commence employment or re-employment on or after November 10, 2016 shall be subject to a one year probationary period. (Employees who commenced employment prior to November 10, 2016 shall continue to be subject to a six-month probationary period.) Employees in their probationary period may be discharged without cause.

ARTICLE III

HOURS OF WORK AND SALARIES

- Section 1** Hours of Work. The workday of the employees covered by this Agreement shall consist of eight (8) hours, exclusive of lunch time, to be worked within a nine (9) hour period. The work-week shall consist of forty (40) hours, exclusive of lunch time, to be scheduled in five (5) consecutive days. Custodians working the 3:00 to midnight shift will have the option to work 8 1/2 hours with a 30-minute lunch and finish the shift at 11:30 p.m. Additionally, the 3:00 p.m. – midnight shift will be supplemented by a contract cleaning service. House Workers are scheduled to work nineteen (19) hours per week and are generally scheduled for forty-three (43) weeks per year, but may be scheduled for more weeks with ten (10) days' notice.

The scheduling of employees, including night shifts, shall be determined by the Director of Operations and Facilities or his/her designee. Except for emergencies, there shall be no changes in individual employee's shifts or days during the term of the contract without seven (7) days' notice to the employee. However, any employee who has a seniority date

prior to July 1, 1996, will not be involuntarily changed to a shift which regularly terminates after 6:00 p.m. or includes Saturday or Sunday.

Section 2 Salaries. The Building Service Employees covered by this Agreement shall be paid in accordance with the salary rate ranges set forth below. House Workers employed nineteen (19) hours a week or more are to receive pro-rated sick leave and Holiday pay. House Workers employed less than nineteen (19) hours a week will not be entitled to pro-rated benefits. The House Workers' schedule will be determined based upon the custodial needs to open school in September.

The Custodians salary scales appear on the last page of the contract. The position of Day Senior Building Custodian will be reactivated effective with the Approval of this contract renewal (July 1, 2012). The Day Senior will be expected to be available to respond to his/her cell phone, as necessary, as determined through working agreement with the Director and Assistant Director of School Buildings.

- (a) The Building Custodian who serves alone in a building and who has the responsibility for a separate heating boiler in said building shall be paid a differential of One Thousand Dollars \$1000.00 per annum.
- (b) A night differential shall be paid to all regular employees who work four (4) hours or more of their shift after 3:00pm, including the Night Senior Building Custodian – High School.

| | |
|--------|------------------|
| 7/1/18 | \$13.9040 (1.5%) |
| 7/1/19 | \$14.1126 (1.5%) |
| 7/1/20 | \$14.2537 (1.0%) |

Such differential is not payable to employees who regularly work day shifts and who are assigned to work night shifts on an overtime basis. This differential shall be paid to all regular night shift employees when they are ill or during holidays and vacations when their normal schedule would be at night, except that this provision shall not apply to summer vacation periods. During the summer months, night custodians at the elementary schools will receive one half of the night differential during the period while they are working days.

- (c) An increment shall be granted upon the completion of one (1) year of satisfactory service from July 1st to June 30th. In the first year of service, employment prior to December 1st shall be considered as a year of service. Such annual increments shall be in the amount of the increment applicable to the particular job classification, as indicated in the Salary Schedule.
- (d) A weekend differential shall be paid to all regular employees who actually perform work as part of their regular shift on Saturday and/or Sunday. If said employees otherwise qualify under subparagraph (b) of this Section 2, they may also earn night differential pay.

7/01/13 \$8.99 per day

- (e) A night differential shall be paid to all regular employees working the overnight shift. This differential is not in addition to the night differential found in (b) above, but replaces (b) above and is given to the employees working the overnight shift only.

7/01/13 \$18.45 per day

- (f) A night differential shall be paid to all House Workers who work four (4) hours of their shift after 3:00 p.m. A houseworker must be regularly scheduled to work at least 19 hours per week to qualify for this differential.

7/01/13 \$3.46 per day

Section 3 Longevity Allowance. An employee who has accrued continuous service as indicated shall receive a longevity pay increase as follows:

July 1, 2018

| | |
|----------------|-------------|
| 10 years | \$710/year |
| 15 years | \$860/year |
| 20 years | \$1010/year |
| 25 years | \$1210/year |
| 30 years | \$1510/year |

Such payment shall be lump sum in nature and shall be rendered to all eligible on a single, reasonable date after July 1st. In the first year following an employee's attaining the 10th, 15th, or 20th year of service, longevity pay shall be due as of the first full workweek immediately following, except the lump sum payment shall be pro-rated using the ratio of the annual dollar allowance to the ratio of the annual time remaining until the following July 1.

Section 4 Time Recording and Rest Periods.

- (a) 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.
- (b) All employees' work schedules shall provide for a 15-minute rest period during each half shift; each such rest period to be scheduled to take place in the middle of the first half of the work shift and the second half of the work shift respectively.

Section 5 Promotions. Effective after July 1, 1997 employees promoted from one job classification to another from maximum step will go to Step 4 of the new position. All persons on less than maximum step will go to Step 1 upon promotion. Such an employee will, in addition, on the next July 1st following such promotion, receive any annual increment (applicable to

his new job classification) to which he may be entitled. In matters of promotions, the School Committee shall consider seniority and qualifications. Annual increments will be made per Article III Section 2C.

When there is a vacancy, employees in the same classification on other shifts may apply for lateral transfer to this position, and be considered based on seniority and qualifications.

Section 6 Temporary Transfers. If a Building Custodian is transferred temporarily to perform the duties of a Senior Building Custodian, he shall, with respect to such periods, be paid for each day of such assignment at the step of the Senior Building Salary Schedule comparable to the step he holds in the Building Custodian Salary Schedule up to step 4. No temporary transfers will occur during summer vacation periods except the acting senior at the High School will be paid for 52 weeks of the year.

A Building Custodian who served four (4) hours or more as an Acting Senior will be compensated at Senior Pay for those hours worked.

Section 7 Overtime Compensation. Overtime compensation at the rate of one and one-half times the employee's regular rate of pay will be paid for all hours worked in excess of eight (8) on any one workday or in excess of forty (40) in any one workweek, whichever is the greater. All work performed on Saturday and Sunday shall be paid for at time and one-half except those employees whose normal work schedules include Saturday and/or Sunday as one or more of the five (5) consecutive days. For purposes of computing overtime compensation, the employee's regular hourly rate of pay shall be determined by dividing his then applicable weekly salary by forty (40) hours. There shall be no duplication of premium rates of pay for the same hours of work.

If an employee calls in sick on Friday when he/she has been scheduled for a weekend overtime assignment, the overtime will be canceled and granted to the next employee on the overtime list who fulfills the attendance requirements.

In cases of emergency, such as fire, when an employee is required to work for twenty-four (24) continuous hours or more in order that the School may reopen, such an employee shall be granted time off with pay on his next regularly scheduled eight (8) hour shift without, in any way, affecting the compensation earned during such emergency.

Any employee who is called back to work after completing his regular work shift, and any employee who is called in to work on a day he is not scheduled to work, will be guaranteed a minimum of four (4) hours' pay at time and one-half, except for fire or siren alarm when the minimum guarantee shall be two (2) hours' pay at time and one-half. Notwithstanding the foregoing provisions of this paragraph, there shall be no minimum guarantee where the employee so called back or called in performs such work contiguous to his regular shift; and notwithstanding the foregoing, no pay shall be provided for call-back for a building security check necessitated by any employee's failure to secure the building before leaving the same at the end of his regular shift.

Overtime will be rotated among employees assigned to a school on a fair and equitable basis. A seniority list will be established and posted in the school and scheduled overtime will be assigned in order from this list. At schools where requested by assigned employees, the assignments will be posted each Wednesday for the following seven (7) days. Additional overtime opportunities will be assigned from the list as authorized. If an overtime opportunity occurs during an individual's normal work week, he will be offered the next overtime shift that occurs at a time other than his normal working hours. If an individual scheduled to work overtime is absent due to illness during his last normal work day prior to the overtime shift, the overtime will be assigned to the next employee on the list. An employee who refuses overtime or is ineligible due to absence for illness shall wait his turn in rotation before being offered overtime again. An employee may be denied overtime by the Director of Building Services for poor attendance, or when the custodian has restrictions to duty due to a medical condition, or for infractions of School Department regulations providing he has been notified in writing by the Director of Building Services of said suspension of overtime, stating the reason and the specific period of time for such suspension, and providing, further, that the employee, if he so chooses, has had an opportunity to contest such suspension with the Director of Building Services.

Any employee who is called in to check the building(s) for possible pipe freeze-ups and other conditions created by cold weather will be paid a minimum of two (2) hours' pay for the building check(s). Such employee does not have to perform the building check(s) at a specific designated hour but must perform it/them within the same call in shift. Pay will be at the rate of time and one-half.

Section 8 Overtime Cancellation. Overtime work may be scheduled or cancelled by the Director of Building Services at any time on an emergency basis or because of cancellation.

Section 9 Direct Deposit and Electronic Pay Advices. All employees will receive pay through Direct Deposit.

All new employees will be placed on Direct Deposit upon date of hire. All employees will be encouraged to receive paystubs electronically. Where necessary printed copy will be sent in hard copy, after date of pay. In lieu of providing paper paystubs, the Committee may provide employees with electronic pay advices.

Pay-Day; The Union agrees that the School Committee has satisfied all of its bargaining obligations associated with the changing pay day from Thursday to Friday. The School Committee agrees to provide the Union with 30 calendar days' notice prior to implementing the change from Thursday pay to Friday pay day.

Bi-Weekly Pay; The Union agrees that Brookline School Department has satisfied all of its bargaining obligations associated with changing from weekly pay to bi-weekly pay. The Town agrees not to implement bi-weekly pay for employees represented by the Union until such time as it is implementing bi-weekly pay for all Town employees represented by other Town unions including the fire and police unions. The Town agrees that the first time it implements bi-weekly pay for employees represented by the Union it shall pay such employees a one-time lump sum transition payment of three hundred and fifty dollars

(\$350.00), less regular and ordinary deductions for the state and federal taxes and other withholdings required by law. Such payment shall be made during the week between the last weekly paycheck. The Town agrees to provide the Union with 30 calendar days' notice prior to implementing the change to Bi-weekly pay schedule.

ARTICLE IV

LEAVE

The School Committee's existing policies governing personal leave and sick leave, as follows, will be continued in effect for the duration of this Agreement.

Section 1 Personal Illness. Regular employees may be granted fifteen (15) days' allowance a year, cumulative without limit, without loss of salary. For new employees hired on or after July 1, 2010, they shall accrue sick leave at a rate of 1.25 days per month. Temporary employees may be granted an allowance for personal illness, which is in proportion to the relationship of their actual service to a full year.

(a) Bonus Program: Effective July 1, 2005 the sick leave bonus will be paid as follows:

| | |
|--|--------|
| For zero (0) or fewer sick day absences in the prior twelve months | \$1500 |
| For one (1) day | \$1200 |
| For two (2) days..... | \$1000 |
| For three (3) days..... | \$ 800 |

Effective July 17, 2012, the Bonus Program for four (4) days was eliminated.

(b) Bonus Program for Houseworkers:

Effective July 1, 2004 the sick leave bonus for houseworkers will be paid at the same criteria as custodians, prorated on an hourly basis at 75% of the Custodian bonus targets.

For example: A Houseworker is scheduled to work 19 hours per week for 46 weeks and took four sick days. The Houseworker will receive a bonus of \$336.15. (19/40 multiplied by 46/52 multiplied by 800)

Bonus payments will be made on or about June 30 of the completed year.

(c) Notification of Illness:

For second shift employees notification of illness must be given no less than forty-five (45) minutes before the start of their shift, except with the approval of the Appointing Authority, which approval may not be unreasonably withheld.

1. When an employee has been absent from duty for five (5) consecutive working days due to ill health or sickness in the family a doctor's note will be required. Should additional information from the attending physician be necessary, the Occupational Health Nurse will contact the employee to get permission to talk to the doctor. Denial by the employee will result in no pay for the absences.
2. When a pattern of absences of single days, or absences in excess of seven (7) days reasonably raises a suspicion of an abuse of sick leave a conference between the Union, the employee and the Supervisor of Custodians will be held to determine if a doctor's note is needed before any disciplinary action is taken. If a doctor's note is required and if additional information from the attending physician becomes necessary, the Occupational Health Nurse will contact the employee to get permission to talk to the doctor. Denial by the employee will result in no pay for the absences.

Section 2 Death.

- (a) Regular employees may be granted leave of absence with pay for not more than five (5) days (not necessarily in succession) on account of the death of father, mother, brother, sister, husband, wife, child, son-in-law, daughter-in-law, or parent-in-law, whether such relative was a member of the employee's household or not. Pay for absence not to exceed five (5) days will also be allowed on account of the death of any other relative who was a permanent member of the employee's household, or of any other person with whom said employee made his or her home.
- (b) Regular employees also will be paid full salary for absence not to exceed one (1) day to attend the funeral of a first cousin, grandparent, grandchild, brother-in-law, sister-in-law, aunt, uncle, nephew, or niece.

Section 3 Court Appearance. Employees who are called for jury duty or summoned on behalf of the Town shall be granted court leave with pay. An employee shall provide the PSB with the fee for witness/jury duty that he/she receives and the employee shall receive full pay for the day. Notice of service shall be filed with the Director of Building Services upon receipt of summons.

When an employee has been granted court leave and is excused by proper court authority, he shall report back to his official place of duty whenever the interruption in said service will permit four (4) or more consecutive hours of employment during the hours of his scheduled tour of duty.

Court leave without pay shall be granted when an employee is engaged in personal litigation having no connection with his position as an employee of the Town. However, the employee, at his own option, may elect to file for vacation or administrative leave in lieu of leave without pay.

Section 4 Administrative Leave. For the reasons set forth below, regular employees hired prior to July 1, 2012 may be granted a maximum of seven (7) days per year with pay, non-

cumulative, and three members of the collective bargaining unit, as designated by the Council, shall be granted two (2) additional days of administrative leave per year for union business. For employees hired after ratification may be granted a maximum of six (6) days per year with pay, non-cumulative, effective July 1, 2012 and five (5) days per year with pay non-cumulative, effective July 1, 2013:

- (a) Leave may be taken for absences due to special circumstances, including storm days and religious holy days, or absences involving discharge of major parental obligations or personal responsibilities with approval of the Deputy Superintendent of Schools. This would include absences due to the serious illness or hospitalization of husband, wife, child, parent of either spouse, or persons living in the immediate household, or to quarantine; and, in addition, accidents or other emergencies.
- (b) On occasions where it is feasible, the employee will submit the request for approval in advance of the occasion of absence. Such occasions might be the award of a degree, other honor, personal legal transaction, moving, military commitment, or major civic responsibilities that reflect credit on the profession. Any request for leave to be absent for a Holy Day must be submitted at least two (2) weeks in advance in order to be granted without loss of pay.
- (c) The administrative leave days may be taken as personal leave by an employee without a reason being furnished except on half days. All administrative leave days must be requested, in writing, 72 hours in advance, or written justification must be submitted attesting to an emergency situation that will be evaluated by the Director of Building Services. The School Department reserves the right to require documentation from any and all third parties regarding emergency situations. Written notice to buy back administrative leave days must be received by the Director of Building Services.
- (d) All requests for administrative leave must be submitted in writing (email is acceptable) on the appropriate form to the Director of Building Services.
- (e) All administrative leave remaining unused as of June 30th of any year shall be allowed the employee as additional vacation.
- (f) This subsection (f) shall only apply to employees hired before November 10, 2016. Three (3) of the present administrative leave days can be bought back at regular pay, and shall include all applicable differentials that the employee would have been entitled to during their regular work shift. The School Committee agrees to buy back two additional unused Administrative days from any custodian who uses more than three but five or fewer sick days in a given year. The School Committee agrees to buy back three additional unused Administrative days from any custodian who uses three or fewer sick days in a given year.
- (g) In addition to any administrative leave to which they may be otherwise entitled under the foregoing provisions of this Section, the three members of the collective bargaining unit designated by the Council shall be granted additional reasonable leave without pay for the purposes of participating in collective bargaining negotiations with

representatives of the School Committee, including mediation and fact-finding proceedings.

- (h) Administrative and vacation leave equivalent for Houseworkers will be earned per the terms of the Contract, but will be paid out as additional pay each June 30, rather than taken in leave.

Section 5 Sick Leave Bank.

- (a) The School Committee, by action on April 24, 1972, recognized and approved a plan whereby the employees within the bargaining unit covered by this Agreement have organized a "sick leave bank."
- (b) The sick bank chair shall have one (1) additional day added to his/her Administrative Leave bank annually.
- (c) The additional administrative leave day for Sick Bank Chair and Shop Steward, Section 5. (b) cannot be factored into the administrative leave buy back. See Article IV, Section 4 (f). This time is exclusive of administrative day banks.

Section 6 Extension of Sick Leave.

- (a) Any employee who exhausts sick leave reserve may be granted his vacation leave.
- (b) In deserving cases, the Council may petition the Deputy Superintendent of Schools and the School Committee for an extension of sick leave on an individual basis, providing, however, that the employee would already have been granted at least 20 consecutive days from the sick leave bank.
- (c) It is understood that when an employee has incurred an Industrial Accident resulting in the payment of Worker's Compensation, said employee is entitled to request payment of an amount which, when added to his Worker's Compensation payment, will result in a total equal to his regular weekly salary. Such payment is chargeable to the employee's personal sick leave and/or vacation accounts on the basis of the value it represents to an employee's daily rate of compensation.

Further, it is agreed that if, in order to receive a full weekly salary to compensate for the differential between Worker's Compensation and his regular salary, should an employee exhaust his sick leave account and, also, his vacation account, and, also, a normal contribution from the sick leave bank, while such employee continues to be absent, he may petition the School Committee to make payment of the above-mentioned differential, for an initial period not in excess of one (1) year, so long as the employee continues to receive Worker's Compensation payments and, further, subject to periodic health examinations by the Town of Brookline's Occupational Health Designee.

Section 7 Termination of Employment. This Section 7 shall not be applicable to employees who commenced employment in the bargaining unit on or after November 10, 2016. An

employee who terminates service due to death or retirement shall, subject to the following provisions, receive a lump sum payment, computed on the basis of the daily rate of salary being paid at the time of retirement, the amount of which payment shall be equal to one-third of the employee's unused accumulated sick leave but not in excess of a total of \$ 7,500.

- (a) Said employee at the time of death must have a minimum of three (3) years' aggregate service in the employ of the Town.
- (b) Retirement must be under the laws granting a contributory or non-contributory pension.

ARTICLE V

HOLIDAYS

Section 1 The following legal holidays shall be deemed to be paid holidays for regular employees, except when they fall on a Saturday:

| | |
|------------------------|------------------|
| New Year's Day | Independence Day |
| Martin Luther King Day | Labor Day |
| Washington's Birthday | Columbus Day |
| Patriot's Day | Veterans Day |
| Memorial Day | Thanksgiving Day |
| Bunker Hill Day* | Christmas Day |

Additionally, any other days declared by the Governor or by enactment of the General Court of the Commonwealth of Massachusetts to be legal holidays. A legal holiday falling on a Sunday will be celebrated on the immediately following Monday. Temporary employees must work on the last scheduled workday immediately preceding a holiday and the first scheduled workday after a holiday in order to be eligible for holiday pay.

*Bunker Hill Day shall not be a holiday for employees hired on or after November 10, 2016.

* Many companies operate all day on these holidays, pending obtaining a local permit.

* All holidays falling on Sunday must be observed on Monday, under state law. Saturday holidays are observed on Saturday

Section 2 If the regular day off of an employee is Saturday, and a legal holiday, as listed in Section I of Article V of this Agreement, falls on a Saturday, such employee shall, where possible, be given the preceding Friday or the following Monday off without loss of pay, or if said day off cannot be given by reason of personnel shortage or other cause, as determined by the Deputy Superintendent of Schools, he shall be given, in lieu thereof, an additional day's pay.

An employee who works on one of the paid holidays specified in Section I of this Article V, shall, in addition to receiving holiday pay, be paid for the time worked on such a holiday at time and one-half his regular rate.

All holidays with the exception of Bunker Hill Day either fall on “no-school” days or are celebrated on “no-school days. For these Holidays each employee is given the day off and is paid for that day. In the event that an employee’s regular day off falls on the Holiday, s/he will be given another paid day off. If an employee works the Holiday, then the employee will receive time and one-half for the Holiday and will receive another day off with pay.

Since Bunker Hill Day is not a “no-school” day all employees are to treat this day as a regular work day. To avoid confusion, all employees working Bunker Hill Day are compensated at straight time. At the employee’s option either an additional vacation day will be added to the employee’s vacation accrual or the employee will receive an additional day’s compensation. Notification of the chosen option must be given to the Director of Custodians by June 30th in order for the payment or adjustment to the vacation bank to happen during the normal payroll updating of the banks and the issuing of bonus payments. Failure of the employee to make his/her intentions known will result in an additional vacation day added to the employee’s vacation accrual.

Section 3 Skeleton Force Days. When the Deputy Superintendent of Schools declares a skeleton force day, that is, a day on which most employees may be released but on which it is necessary to maintain a skeleton crew, those employees who are required to remain on duty as such skeleton crew, shall be given compensatory time off at a later date which is to be determined by the Deputy Superintendent of Schools.

Any Custodian or houseworker who comes to work on days when the Town of Brookline has declared a “State of Emergency,” either by the Town Administrator or the Superintendent of Schools, will receive, in addition to the day’s pay, a compensatory day or a day’s pay at the straight hourly rate, at their option.

ARTICLE VI

VACATIONS

Section 1 Employees covered by this Agreement shall be entitled to paid vacations in accordance with the schedule set forth in Section 2 of this Article. Such vacations shall be granted by the Director of Building Services at such time or times as, in his opinion, will cause the least interference with the performance of the regular work required to be performed by the members of the bargaining unit covered by this Agreement.

Requests for one day of vacation must be made at least three (3) days in advance.

One (1) work week notice for up to two (2) consecutive days' vacation, during the school year, is to be given. Notice is deemed given when date stamped by the Building Services office one work week prior to actual vacation days.

Two (2) work weeks notice for three (3) or more consecutive days' vacation, during the school year, is to be given. Notice is deemed given when date stamped by the Building Services office two (2) weeks prior to the actual date that the vacation time is to be taken. During the non – school year, requests for vacation must be made at least three (3) days in advance.

In elementary schools no more than one employee shall be permitted to take vacation at a given time when school is in session. At the High School, no more than four (4) employees shall be permitted to take vacation at a given time when school is in session.

Section 2 All employees covered by this Agreement, who acquire vacation status, as indicated below, shall be credited as of July 1st with earned vacation leave with pay not to exceed the following schedule:

| <u>Calendar Year Positions</u> | <u>Length of Vacation</u> |
|--|---------------------------------------|
| For less than 30 aggregate weeks' service..... | 1 working day for each month employed |
| For 30 weeks' service but less than 5 years' service..... | 2 calendar weeks |
| For 5 years' service but less than 10 years' service | 3 calendar weeks |
| For 10 years' service or more | 4 calendar weeks |
| For 15 years' service or more | 5 calendar weeks |
| **removed 20 years or more | |

The vacation year is effective as of July 1st. In the first year of an employee's service, employment prior to December 1st shall be considered as a year of service.

No vacation will be granted during the two (2) weeks prior to the beginning of the academic year. Request for exceptions to this policy will be subject to the approval of the Deputy Superintendent of Schools.

If one of the paid legal holidays described in Section 1 of Article V of this Agreement falls within an employee's vacation period, such employee's vacation period will be extended for one (1) additional day.

All employees will submit their preferences for the time of taking their vacations, which may include winter vacation, and the Director of Building Services will give consideration to such preferences, consistent with the operations of the School Department.

Section 3 When an employee is on leave without pay and/or absent without pay for more than fifteen (15) cumulative scheduled workdays in any vacation year, such employee shall have deducted from his vacation allowance that proportion of the allowance provided in the above schedule which the number of such workdays of absence bears to the total number of scheduled workdays in the vacation year.

Section 4 Employees in this bargaining unit shall be allowed to accumulate up to maximum of thirty (30) days' vacation time to be carried forward to the next year commencing as of July 1st and to be added to any earned vacation then due to the employee as of July 1st for the prior year's service.

Section 5 Effective July 1, 2007, employees who have completed ten (10) years of service prior to July 1, may elect to receive payment for a five (5) day vacation buy back which shall include all applicable differentials that the employee would have been entitled to during their regular work shift. Vacation buy back requests will only be honored between May 15 and June 15 of each year. Late requests will be denied.

Section 6 Employees hired after July 1, 2018 are eligible to roll over no more than the equivalent of their annual allotment.

ARTICLE VII

GRIEVANCE PROCEDURE

Section 1 Wherever the term "employee" appears in this Article, it shall mean, also, a group of employees within the bargaining unit covered by this Agreement and having a common grievance. It is the declared objective of the School Committee and the Council to provide for the prompt resolution of grievances.

Section 2 The term "grievance" shall be construed to mean (a) any grievance or complaint involving a question concerning the meaning, interpretation or application of, or compliance with the terms or provisions of this Agreement, or (b) any dispute between an employee and his supervisors arising out of an exercise of administrative discretion by such supervisor or supervisors, there being excluded, however, from the term "grievance" any grievance or complaint which is, or upon proper appeal would be, within the jurisdiction of the Civil Service Commission or other duly established appeal board.

Section 3 Adjustment of Grievances. A grievance, as such term is hereinabove defined in Section 2 of this Article VII, shall be presented and adjusted in the following manner:

Step 1. The employee or the Council shall notify his immediate supervisor that he is aggrieved within fifteen (15) calendar days of the occurrence of the incident on which the grievance is based. The employee may notify the Council representative prior to orally discussing the matter with his immediate supervisor. The immediate supervisor shall communicate his decision orally to the employee and Association President within four (4) working days after such discussion. Any grievance that affects the Department generally or applies to an employee's rate of compensation may be initiated at Step 2.

Step 2. If the grievance is not settled under Step 1, the aggrieved employee or the Council may, within ten (10) calendar days after receiving the oral decision of the employee's immediate supervisor, restate the grievance in writing and submit the same to the Director of Building Services.

Wherein the Council is involved at Step 2 or succeeding steps, they shall include in the written grievance, when applicable, the Article, Section, and paragraph of the alleged contract violation. Said Director of Building Services shall, within seven (7) calendar days after the receipt by him of such written statement of the grievance, discuss the same with the aggrieved employee and the representative of the Custodians Union. The Director of Building Services shall render his decision and communicate the same, in writing, to the employee involved within seven (7) calendar days following the aforesaid conference, with a copy furnished to the Council.

Step 3. If the grievance has not been satisfactorily disposed of under Step 2, the aggrieved employee or the Custodians Union may, within ten (10) calendar days after the receipt of the decision of the Director of Building Services, appeal by forwarding the grievance, in writing, to the Superintendent of Schools. The Superintendent of Schools, or upon his direction, the Deputy Superintendent of Schools, shall respond within thirty (30) calendar days of receipt of the written grievance.

Step 4. If the grievance has not been settled under the preceding three steps of the Grievance Procedure set forth in this Section 3, then such unresolved grievance shall be further processed as follows:

- (a) If the unresolved grievance involves a question of the meaning, interpretation or application of, or compliance with the terms or provisions of this Agreement, such grievance shall then be submitted to arbitration by filing with the other party and with the Labor Relations Connection a written request to be served within fifteen (15) working days after the date on which the Superintendent's decision was served upon the Council. The arbitrator shall be appointed by the Labor Relations Connection and the arbitration shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the Labor Relations Connection.

It is understood and agreed that the arbitrator shall have no right or power to add to, or subtract from, or to change the terms of this Agreement. The decision of the arbitrator shall be submitted to the School Committee and the Council and, subject to law, shall be final and binding.

Each party shall bear the expenses of preparing and presenting its own case. The fee and expenses of the arbitrator shall be borne equally by the School Committee and the Council.

The Parties agree that effective October 1, 2013, all references to the Labor Relations Connection shall revert back to the American Arbitration Association, and all grievances filed on or after October 1, 2013 shall be processed through the American Arbitration Association unless the Union and the School Committee agree, in writing, to continue utilization of the Labor Relations Connection.

A Joint Labor Management Committee (JLMC) will convene no later than July 1, 2013 to determine whether to continue with LRC or to revert to AAA. The JLMC will consist of at least two members of AFSCME and to members of management.

- (b) If the grievance involves a dispute between an employee and his supervisors arising out of an exercise of administrative discretion by such supervisor or supervisors, the aggrieved employee may, within fifteen (15) working days of the receipt of the decision of the Superintendent of Schools or his authorized representative, request that all recommendations and facts in the case be referred, for adjudication, to the School Committee, whose decision shall be final; but this shall not bar the arbitration of matters which constitute a grievance as defined in Section 2, Item (b) of Article VII.
- (c) The School Committee and Council 93 agree to establish a joint committee composed of a mutually agreed upon number of designees of each party to develop an alternative to using the American Arbitration Association in arbitrating grievances between the parties. This joint committee will be convened no later than January 1, 2008 with the goal of finalizing language by March 30, 2008.

Section 4

A grievance may not be presented at any step in this procedure in behalf of an individual employee by any person or persons or organization, except the Council, without the aggrieved employee's written consent. In no case may a member of a minority organization, unless said member is the aggrieved employee, represent at any step of the grievance procedure an aggrieved employee within the bargaining unit covered by this Agreement. A minority organization shall mean any organization, other than the Council, which exists or acts for the purpose of organized employees and representing them in matters pertaining to the improvement of working conditions, salaries, benefits, and the like.

Where a group grievance involves employees not having the same immediate supervisor, the Association shall have the right of selection in the presentation of the grievance to an immediate supervisor, as outlined in Step 1 of this procedure.

Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision at that step. The time limits specified in any step of this procedure may be extended by mutual agreement. Conferences held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons who are involved to attend, and there shall be no loss of salary for working time spent by employees who participate in conferences, in the event they are held during working hours.

In the case of any grievance which is presented under Section 2 of Article VII of this Agreement, the Council, whether or not it is representing the aggrieved employee, shall receive notice of any grievance so presented and shall, at Step 2 and each succeeding step of this procedure at which said grievance is considered, receive a copy of any decision rendered or appeal made, together with notice of the date of any conference. In the case of any conference, the Association may be represented for the purpose of participating and stating the Council's views.

ARTICLE VIII

NO STRIKES

- Section 1** The term "strike," wherever used in this Agreement, shall be deemed to include any strike, sit-down, slowdown, or any other work stoppage, or concerted refusal to perform normal work duties on the part of any employee covered by this Agreement.
- Section 2** The Council agrees that it will neither call nor sanction any strike during the term of this Agreement.
- Section 3** It is understood and agreed that in the event of any strike on the part of any employee or employees during the term of this Agreement, the Council shall, upon the occurrence of such strike and upon the request of the School Committee, notify, in writing, the employees involved that such action by said employees was unauthorized and in violation of the provisions of the Agreement and shall direct said employees to return to work promptly, and the Council shall take such further steps as may be reasonable under the circumstances to bring about a termination of any such strike. A copy of any written notice required under the provisions of this Section to be sent by the Council to the employees involved in any such strike. A copy of any written notice required under the provisions of this Section to be sent by the Union to the employees involved in any such strike, shall be given simultaneously by the Council to the School Committee.

In any event, the School Committee may, upon the occurrence of such strike in violation of the provisions of this Article, take such disciplinary action or actions, including discharge, with respect to any employee or employees who have participated in such strike, subject to the employee's rights to review under the contract and applicable laws.

ARTICLE IX

MANAGEMENT RIGHTS

Subject to the provisions of this Agreement, the School Committee, for itself and its authorized representatives, reserves and retains full rights, authority, and discretion in the proper discharge of its duties and responsibilities, to control, supervise and manage the public schools under governing law, by-laws, rules and regulations; including but not limited to:

The right to hire, promote, transfer; the right, for just cause, to suspend, demote or discharge; the right to relieve employees from duty because of insufficient funds; the right to determine the methods, the means and the personnel for all operations, including the scheduling of operations, the methods and materials to be used, and the extent to which its own or other facilities and/or personnel shall be used; the right to take whatever action is necessary to carry out its work in emergency situations; the right to select and determine the number and types of employees required and to assign work to such employees in accordance with requirements determined by management, and to establish and change work schedules as necessary, except as otherwise provided in this Agreement. The foregoing must be

exercised in accordance with the General Laws of the Commonwealth of Massachusetts; and are arbitral only to the extent provided for in Article VII of this Agreement.

ARTICLE X

MISCELLANEOUS

- Section 1** Health Insurance is not addressed in this collective bargaining agreement because it is negotiated through the Town and the Public Employee Committee.
- Section 2** “School Dude” and other technology: The fundamental knowledge and use of technology has become more important as our methods for entering and tracking work orders and use of buildings evolve. The Union agrees to work with the School Department to utilize “School Dude” or a subsequent technology for work order entry and to check building use. Training on the use of such technology for all custodians will be scheduled and attendance will be mandatory. The Union understands that as technology evolves there may be other tools that the School Department will introduce in order to enhance efficiency.
- Section 3** Electronic (e-mail) Communications: All custodial staff will have email addresses on First Class (or a successor PSB e-mail platform) and shall be accountable for checking e-mail regularly (at least once per day) for notices and information from supervisors. If any custodian is not proficient with First Class (or successor system) training will be provided.

ARTICLE XI

COMPLIANCE WITH LAW

If any provision of this Agreement is, or shall, at any time, be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law, and any substitute action shall be subject to appropriate consultation and negotiation between the School Committee and the Council.

In the event that any provision of this Agreement is, or shall, at any time, be contrary to law, all other provisions of this Agreement shall continue in effect.

ARTICLE XII

CHECK-OFF

In accordance with Chapter 180, Section 17A of the General Laws of the Commonwealth of Massachusetts, the Employer shall deduct from earned wages periodic Union membership dues from those employees who individually authorize such deductions in the form attached and marked “appendix A” **upon the date of their authorization or date of hire, whichever occurs first**, The Employer will remit all sums deducted to the Treasurer of the Union together with a list of the employees from whom

such dues have been deducted. Providing there is no equipment breakdown or personnel shortage, such remittance shall be made by the tenth day of the succeeding month.

Dues shall be deducted from each employee who has been employed in a position represented in the bargaining unit for a period of six (6) months or longer and who provides the Committee with a signed form authorizing dues to be deducted from such employee's pay.

There shall be a service fee for all non-members of the bargaining unit who are covered by the terms of this Agreement.

ARTICLE XIII

UNIFORMS AND EQUIPMENT

Section 1 Uniforms and Equipment

- (a) Custodial staff may purchase approved uniforms at multiple vendors and may receive a stipend or be reimbursed up to \$650 annually for uniform and shoes effective July 1, 2014.
- (b) The following items are on the approved uniform list. Items not listed should not be worn at work. **Beginning on January 1, 2019** all tops should have the town logo, public schools of Brookline and Custodial Services displayed on the front of the top. No other symbols or writing should be visible on the shirts worn.

Approved Uniform

- Sweatshirts, long sleeve tees, short sleeve tees
 - Blue, black, tan or gray pants or shorts
 - Work boots or sneakers
 - **Hats (as necessary)**
- (c) Effective July 17, 2012 paragraph (b) was deleted.
 - (c) An annual clothing allowance of Two Hundred Fifty (\$250.00) for maintenance and upkeep of uniforms will be paid in July for all permanent and provisional employees. Temporary employees will not receive this allowance.

Section 2 Tools and Equipment. The School Committee agrees to provide protective devices, tools and equipment, including hand tools, and safety devices required for the performance of the duties assigned to the employees covered by this Agreement. The employees shall be responsible for the protection of such devices, tools and equipment from damage or loss through the employee's negligence.

Section 3 ID badges will be worn by all custodial employees during the work shift of the employee. Employees will report lost or damaged badges immediately for replacement.

ARTICLE XIV

GENERAL PROVISIONS

Section 1 The School Committee will publish the collective bargaining agreement on its website.

Section 2 The School Committee and the Council agree that they shall not discriminate against any person because of race, color, creed, sex, or age.

SECTION XV

INFORMATION TO THE COUNCIL

The Deputy Superintendent shall furnish annually, except as otherwise indicated, the following information to the Council:

- (a) Information with respect to all permanent vacancies shall be furnished as the same occur;
- (b) Seniority list of all employees covered by this Agreement;
- (c) Names, Addresses, Salaries, and Job Titles of all employees covered by this Agreement to be in a form convenient to the School Committee;
- (d) A yearly report of unused accumulated sick leave to be sent to each employee and to the Council;
- (e) A quarterly report of overtime paid.

If, for any reason, these time limits cannot be met, the Deputy Superintendent will notify the Council.

ARTICLE XVI

EMPLOYEE FILES

Section 1 No material derogatory to an employee's conduct, service or character or personality (other than any allegations or preliminary reports concerning the employee which are not filed permanently in the employee's record) shall be placed in the files unless the employee has had an opportunity to read the material and initial and date the same as proof of having read it. Or the supervisor has attested that he has reviewed it with the employee and the employee has refused to initial it; such initialing shall not imply concurrence of the employee.

Section 2 The employee shall have the right to answer any material filed and his answer shall be included in his file.

Section 3 Upon request, employee access to his file shall be given without delay.

Section 4 Upon request, the employee shall be furnished a reproduction of any material in his file.

ARTICLE XVII

EMPLOYEE PROTECTION

Section 1 Principals shall report to the Director of Building Services all cases of assault suffered by employees covered by this Agreement in connection with their employment.

Section 2 Whenever it is alleged that an employee has been assaulted; or has assaulted a person or pupil, the Deputy Superintendent of Schools shall cooperate in every way possible with the employee. The Deputy Superintendent of Schools shall comply with any request from the employee, including requests of legal assistance, and supply all relevant information in the School Committee's possession concerning the person or persons involved.

Section 3 The School Committee shall provide indemnification as may be required by General Laws, Chapter 41, Section 100-C.

Section 4 No employee shall be required to enter a building at night for a break or alarm unless police protection is available at the building.

Section 5 The School Committee, in reassessing the requirements for positions covered by this Agreement, will take into consideration the long-time service of incumbents employed prior to July 1, 1981. If any positions are eliminated during the term of the Agreement, the School Committee will make every attempt to relocate incumbents permanently employed prior to July 1, 1981, but as it does become necessary to eliminate any positions, those employees so terminated will be entitled to recall rights for a period of twelve (12) months from the effective date of layoff. Employees will be recalled in the reverse order that they have been laid off.

ARTICLE XVIII

VACANCIES AND PROMOTIONS

All employees covered by this Agreement shall be given ample notice and opportunity to apply for any permanent positions normally considered to be above their rank and status, providing that there is no existing Civil Service list from which an appointment must be made. Management will make reasonable attempts to fill vacant positions within 30 days.

ARTICLE XIX

FACILITIES

Where possible, employees covered by this Agreement shall be provided with the following facilities in each school building:

1. A room or rooms with lockers, toilet, and shower facilities (private).
2. A room or rooms for rest periods and a place where employees may eat their lunch.

These rooms or areas shall be painted and reasonably furnished; and they shall be private and not to be shared with other employees or pupils. The administration retains the right to have keyed access to these rooms at all times.

ARTICLE XX

PERFORMANCE EVALUATION

The School Committee and the Union agree that based upon an established set of appropriate criteria, the Director of Building Services in consultation with each school principal will conduct a written evaluation of each custodian annually. Routine inspection of a school will be part of the annual process.

- A. All custodians will be evaluated beginning January 1 or July 1 at the discretion of the supervisor. Employees will be notified when the evaluation period begins.

The Superintendent of Schools (or designee) reserves the right to withhold a step increment from any custodian (or houseworker) who has not performed in a satisfactory manner in the overall section of the evaluation instrument. An employee who receives an unsatisfactory evaluation will be reevaluated within six months. If no evaluation is performed within the six month time frame, the employee automatically receives the step increment. A satisfactory evaluation means that the employee receives the step increment from the date of the satisfactory evaluation to the next evaluation cycle. This entire section is subject to the grievance and arbitration process.

ARTICLE XXI

ROUND TABLE DISCUSSIONS

Dates to be determined.

ARTICLE XXII

POLICY UPDATES

1. Brookline Public Schools CORI Policy, Appendix A.
3. Sexual Harassment Policy, Appendix B. An annual sexual harassment seminar will also be provided.

ARTICLE XXIII

DURATION OF AGREEMENT

Except as is otherwise expressly provided elsewhere in this Agreement, this Agreement shall take effect as of July 1, 2018, and shall continue in full force and effect for a period of three (3) years from said date and shall continue in effect from year to year thereafter unless either party hereto shall, at least sixty (60) days prior to the expiration of the initial three (3) year period or at least sixty (60) days prior to the expiration of any yearly period thereafter, give to the other party notice of its intention to modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the ____ day of _____, _____.

SCHOOL COMMITTEE OF
THE TOWN OF BROOKLINE

AFSCME COUNCIL 93, AFL-CIO

School Committee Chair

Edward Nastari, Staff Representative
AFSCME Council 93

Mary Ellen Dunn
Deputy Superintendent for Admin. & Finance

Michael Fallon, President
AFSCME Local 1358

Matt Gillis
Director of Building Services

Thomas Hantakas, Steward
AFSCME Local 1358

Lisa Richardson,
Director of Human Resources

James Mellett, E-Board Member
AFSCME Local 1358

CUSTODIAN SALARY TABLES

JULY 1, 2018 – JUNE 30, 2021

2.0% EFFECTIVE JULY 1, 2018

| | Houseworker | Custodian | Senior Custodian | Night Senior Custodian* | Day Senior Custodian* |
|--------|-------------|-----------|------------------|-------------------------|-----------------------|
| Step 1 | 17.5231 | 21.2323 | 25.0372 | 27.1823 | 30.4633 |
| Step 2 | | 21.9267 | 25.8471 | 28.0057 | 31.3014 |
| Step 3 | | 22.6508 | 26.7277 | 28.8585 | 32.1399 |
| Step 4 | | 23.4153 | 27.4826 | 29.6394 | 32.9350 |
| Step 5 | | 24.0712 | 28.2902 | 30.4070 | 33.7164 |
| Step 6 | | 25.5386 | 29.8570 | 32.0366 | 35.4249 |

*These positions assigned to the High School only

2.0% EFFECTIVE JULY 1, 2019

| | Houseworker | Custodian | Senior Custodian | Night Senior Custodian* | Day Senior Custodian* |
|--------|-------------|-----------|------------------|-------------------------|-----------------------|
| Step 1 | 17.8736 | 21.6569 | 25.5379 | 27.7259 | 31.0726 |
| Step 2 | | 22.3652 | 26.3640 | 28.5658 | 31.9274 |
| Step 3 | | 23.1038 | 27.2623 | 29.4357 | 32.7827 |
| Step 4 | | 23.8836 | 28.0323 | 30.2322 | 33.5937 |
| Step 5 | | 24.5526 | 28.8560 | 31.0151 | 34.3907 |
| Step 6 | | 26.0494 | 30.4541 | 32.6773 | 36.1334 |

*These positions assigned to the High School only

2.0% EFFECTIVE JULY 1, 2020

| | Houseworker | Custodian | Senior Custodian | Night Senior Custodian* | Day Senior Custodian* |
|--------|-------------|-----------|------------------|-------------------------|-----------------------|
| Step 1 | 18.2311 | 22.0900 | 26.0487 | 28.2804 | 31.6941 |
| Step 2 | | 22.8125 | 26.8913 | 29.1371 | 32.5659 |
| Step 3 | | 23.5659 | 27.8075 | 30.0244 | 33.4384 |
| Step 4 | | 24.3613 | 28.5929 | 30.8368 | 34.2656 |
| Step 5 | | 25.0437 | 29.4331 | 31.6354 | 35.0785 |
| Step 6 | | 26.5704 | 31.0632 | 33.3308 | 36.8561 |

*These positions assigned to the High School only

0.50% EFFECTIVE SEPTEMBER 1, 2020

| | Houseworker | Custodian | Senior Custodian | Night Senior Custodian* | Day Senior Custodian* |
|---------------|--------------------|------------------|-----------------------------|------------------------------------|----------------------------------|
| Step 1 | 18.3223 | 22.2005 | 26.1789 | 28.4218 | 31.8526 |
| Step 2 | | 22.9266 | 27.0258 | 29.2828 | 32.7287 |
| Step 3 | | 23.6837 | 27.9465 | 30.1745 | 33.6056 |
| Step 4 | | 24.4831 | 28.7359 | 30.9910 | 34.4369 |
| Step 5 | | 25.1689 | 29.5803 | 31.7936 | 35.2539 |
| Step 6 | | 26.7033 | 31.2185 | 33.4975 | 37.0404 |

*These positions assigned to the High School only

APPENDIX A – CORI POLICY

THE POLICY

To comply with state law and to assist in the evaluation of employees and volunteers having direct and unmonitored contact with children, the Brookline Public Schools shall perform a Criminal Offender Record Information (CORI) check on all present and prospective employees and volunteers.

The policy of the Brookline Public Schools is to preclude employment or participation as volunteers of those who pose an unacceptable danger to the children served by the Brookline Public Schools.

CRIMINAL OFFENDER RECORD CHECKS

1. Purpose

The purpose of this policy is to establish standardized guidelines for the Brookline Public Schools regarding the review of criminal records of present and prospective employees and volunteers. The Brookline Public Schools are authorized and required to receive criminal record information regarding present or prospective employees and volunteers pursuant to G.L. c. 71, s. 38R, as amended by Chapter 385 of the Acts of 2002.

2. Scope

These guidelines apply to all candidates seeking employment or volunteer positions in the Brookline Public Schools and to all current employees and volunteers in the Brookline Public Schools.

3. Authority

This policy was approved by the Brookline School Committee on June 19, 2003.

4. Definitions

Candidate: Any person to be offered employment or a position as a volunteer for or on behalf of the Brookline Public Schools and who has the potential for direct and unmonitored contact with children.

Criminal Justice Official: An individual's probation officer, parole officer or correctional facility superintendent (or designee), depending upon the person having the most recent responsibility for supervision of the individual. In cases where the individual was last supervised in a correctional facility, the individual may advise the Human Resources Director of any employee of the correctional facility who may have specific information about the individual that would assist the Human Resources Director in his/her assessment process. Criminal Offender Record Information (CORI): Information regulated by the Criminal History Systems Board and maintained by the Board of Probation regarding the criminal histories of persons within the Massachusetts Court system.

CORI Cleared Individual: Any individual previously hired as an employee or working as a volunteer after successfully satisfying the requirements of the CORI policy.

CORI Investigation: The process of requesting, receiving and evaluating CORI.

Direct and Unmonitored Contact with Children: A reasonable likelihood of contact with children when no other CORI cleared employee is present. A person having only the potential for incidental unsupervised contact with children in commonly used areas such as elevators, hallways and waiting rooms shall not be considered to have the potential for direct and unmonitored contact for purposes of this policy. These commonly used areas do not include bathrooms and other isolated areas (not commonly utilized or separated by sight and sound from other staff) that are accessible to children.

Human Resources Director: The person who is appointed to such position, or, in his or her extended absence, the person designated to perform the duties of the Human Resources Director by the Superintendent of Schools.

Discretionary Disqualification: A category of offenses that may result in disqualifying an individual from employment or volunteer work with the Brookline Public Schools, as provided in section 9(4).

Final Disposition: the date from release of all custody, probation or parole orders, or the date of conviction, whichever is the most recent.

Five Year Presumptive Disqualification: A category of offenses specified in section 15, where the final disposition of such offense occurred within five years of the application date for employment. Such offenses result in a presumption of disqualification for employment, due to the unacceptable risk posed by the nature of the crime to children. A five year presumptive disqualification shall become a discretionary disqualification if (i) five years or more have passed since the final disposition of the offense, or (ii) the individual's probation officer, parole officer, or other criminal justice official concludes in writing that the individual, within the position sought, does not pose an unacceptable risk of harm to children, or (iii) if the individual's probation officer, parole officer, or other criminal justice official has been determined by the Human Resources Director to be unavailable or has indicated to the Human Resources Director that he or she has insufficient information to render an assessment, then the Human Resources Director may, in his or her sole discretion, seek an assessment of the individual's risk of harm from a forensic psychiatrist or psychologist. The five-year presumptive disqualification shall not become a discretionary disqualification upon assessment unless the forensic psychiatrist or psychologist concludes in writing that the individual, within the position sought, does not pose an unacceptable risk of harm to the persons served by the program. Nothing in these regulations shall require the Brookline Public Schools to pay for a forensic psychiatrist or psychologist.

Forensic Psychiatrist or Psychologist: A psychiatrist, licensed to practice medicine under M.G.L. c. 112, s.2, who is a Diplomate of the American Board of Psychiatry and Neurology with added qualifications in Forensic Psychiatry or a psychologist, licensed by the Board of Registration of Psychologists under M.G.L. c. 112, s.118 et seq., who is engaged in the practice of forensic psychology and who has at least 1,000 hours of experience over a minimum of two years involving the assessment, treatment, and consultation concerning persons with a risk for aggressive behavior in the community, in the workplace, in treatment settings or correctional facilities; provided that the psychiatrist or psychologist has not provided treatment to the individual and is not an employee of the Brookline Public Schools.

Hiring Authority: The person legally authorized or designated to make hiring decisions within the Brookline Public Schools.

Individual: The current or prospective employee or volunteer who is the subject of a CORI Investigation in accordance with this policy.

Mandatory Disqualification: The category of offenses specified in section 13, that result in a lifetime disqualification for employment or work as a volunteer in the Brookline Public Schools due to the unacceptable risk posed by the nature of the crime to the children served by the Brookline Public Schools.

No Record: The conclusion from a CORI search that applicable criminal records relating to the individual have not been found. A finding of "no record" does not necessarily mean, however, that criminal information is not present in the CORI database.

Pending: A criminal offense shall be considered pending if the CORI report indicates that the offense remains open and without final resolution, including that the case has been continued without a finding.

Ten Year Presumptive Disqualification: A category of offenses specified in section 14, where the final disposition of such offense occurred within ten years of the application date for employment. Such offenses result in a presumption of disqualification for employment, due to the unacceptable risk posed by the nature of the crime to children. A ten year presumptive disqualification shall become a discretionary disqualification if (i) ten years or more have passed since the final disposition of the offense, or (ii) the individual's probation officer, parole officer, or other criminal justice official concludes in writing that the individual, within the position sought, does not pose an unacceptable risk of harm to the persons served by the program, or (iii) if the individual's probation officer, parole officer, or other criminal justice official has been determined by the Human Resources Director to be unavailable or has indicated to the Human Resources Director that he or she has insufficient information to render an assessment, then the Human Resources Director may, in his or her sole discretion, seek an assessment of the individual's risk of harm from a forensic psychiatrist or psychologist. The ten-year presumptive disqualification shall not become a discretionary disqualification upon assessment unless the forensic psychiatrist or psychologist concludes in writing that the individual, within the position sought, does not pose an unacceptable risk of harm to the persons served by the program. Nothing in these regulations shall require the Brookline Public Schools to pay for a forensic psychiatrist or psychologist.

Volunteer: Any person who works in an unpaid capacity for the Brookline Public Schools.

5. Candidate Disclosure of Criminal Record Information

All candidates for a position in the Brookline Public Schools will be required to complete an application form that contains a section requiring the candidate to disclose whether or not he or she has a criminal record and what crimes, if any, resulted in a conviction. No application for employment shall be considered complete unless the candidate completes this section.

6. Human Resources Director Responsibilities

- (1) The Human Resources Director shall ensure that each individual signs a written request for a CORI investigation as part of his/her application and agrees to the periodic conduct of further CORI investigations during the course of employment or service with the Brookline Public Schools.
- (2) The Human Resources Director shall require the satisfactory completion of the CORI investigation. An individual may not have unsupervised contact with children until there is a finding of "no record" or until the Human Resources Director has granted discretionary approval to hire or accept the services of the individual in a position that includes the possibility of direct and unmonitored contact with children in accordance with the provisions of section 10.
- (3) The Human Resources Director shall review positive findings from the CORI investigation and shall compare such findings with the individual's disclosure. If there are material differences between the disclosure and the CORI investigation of crimes that were required to be disclosed, without full and adequate explanation, such differences shall result in a mandatory disqualification even if the crimes involved do not otherwise constitute a "mandatory disqualification" under this policy.
- (4) The Human Resources Director shall not permit any individual to have unsupervised contact with children until after the individual is cleared as a result of the CORI investigation, in accordance with this policy.

7. CORI Investigations

- (1) All current and prospective employees and volunteers shall complete the appropriate CORI request form in the time and manner required by the Human Resources Director, or as otherwise agreed to in writing.
- (2) After the hiring authority makes a preliminary decision to hire or accept the services of an individual, the completed CORI request form or electronic equivalent shall be reviewed by the Human Resources Director.
- (3) All CORI investigations that result in a finding of "no record" shall be sufficient evidence of suitability for hire under this policy for 45 business days. A "no record" finding may be used to establish suitability for other positions during this 45 day period.
- (4) All CORI investigations that show findings of criminal records shall be promptly reviewed by the Human Resources Director in accordance with this policy.

8. Findings from CORI Investigations

- (1) If the CORI investigation reveals a finding of "no record," such finding shall be documented in the individual's file unless another disposition is agreed to in writing.
- (2) If the CORI investigation reveals a "mandatory disqualification" on the individual's record, as specified in section 9(1), the individual shall be informed by the Human Resources

Director that he or she is ineligible for employment or a volunteer position in the Brookline Public Schools.

- (3) If the CORI investigation reveals a "ten year presumptive disqualification" on the individual's record, as specified in section 9(2), the individual shall be informed by the Human Resources Director that he or she is ineligible for employment or a volunteer position in the Brookline Public Schools unless discretionary approval is granted by the Human Resources Director in accordance with section 10.
- (4) If the CORI investigation reveals a "five year presumptive disqualification" on the individual's record, as specified in section 9(3), the individual shall be informed by the Human Resources Director that he or she is ineligible for employment or a volunteer position in the Brookline Public Schools unless discretionary approval is granted by the Human Resources Director in accordance with section 10.
- (5) If the CORI investigation reveals a "discretionary disqualification" on the individual's record, as specified in section 9(4), the individual shall be informed by the Human Resources Director that he or she is ineligible for employment or a volunteer position in the Brookline Public Schools unless discretionary approval is granted by the Human Resources Director in accordance with section 10.
- (6) If as a result of a CORI investigation an individual is disqualified from employment or from volunteering, such disqualification may be appealed to the Superintendent of Schools. The decision of the Superintendent is final.

9. Disqualifications

- (1) **Mandatory Disqualification.** An individual shall be ineligible for employment or volunteer service in the Brookline Public Schools if he or she has been convicted of any of the crimes listed in section 13. An individual shall also be ineligible for employment or volunteer service if he or she has any charges pending involving crimes listed in sections 13, 14 or 15, or if the individual has an outstanding warrant related to any criminal offense.
- (2) **Ten Year Presumptive Disqualification.** An individual shall be ineligible for employment or volunteer service in the Brookline Public Schools if he or she has been convicted of any of the crimes listed in section 14, unless: (a) (i) ten years or more have passed since the final disposition of the offense, or (ii) the individual's probation officer, parole officer, or other criminal justice official concludes in writing that the individual, within the position sought, does not pose an unacceptable risk of harm to the children served by the Brookline Public Schools, or (iii) if the individual's probation officer, parole officer, or other criminal justice official has been determined by the Human Resources Director to be unavailable or has indicated to the Human Resources Director that he or she has insufficient information to render an assessment, then the Human Resources Director may, in his or her sole discretion, seek an assessment of the individual's risk of harm from a forensic psychiatrist or psychologist. The ten-year presumptive disqualification shall not become a discretionary disqualification upon assessment unless the forensic psychiatrist or psychologist concludes in writing that the individual, within the position sought, does not pose an unacceptable risk of

harm to the children served by the Brookline Public Schools; and (b) the Human Resources Director has granted discretionary approval in accordance with section 10.

- (3) **Five Year Presumptive Disqualification.** An individual shall be ineligible for employment or volunteer service in the Brookline Public Schools if he or she has been convicted of any of the crimes listed in section 15, unless: (a) (i) five years or more have passed since the final disposition of the offense, or (ii) the individual's probation officer, parole officer, or other criminal justice official concludes in writing that the individual, within the position sought, does not pose an unacceptable risk of harm to the children served by the Brookline Public Schools, or (iii) if the individual's probation officer, parole officer, or other criminal justice official has been determined by the Human Resources Director to be unavailable or has indicated to the Human Resources Director that he or she has insufficient information to render an assessment, then the Human Resources Director may, in his or her sole discretion, seek an assessment of the individual's risk of harm from a forensic psychiatrist or psychologist. The five year presumptive disqualification shall not become a discretionary disqualification upon assessment unless the forensic psychiatrist or psychologist concludes in writing that the individual, within the position sought, does not pose an unacceptable risk of harm to the children served by the Brookline Public Schools; and (b) the Human Resources Director has granted discretionary approval in accordance with section 10.
- (4) **Discretionary Disqualification.** An individual shall be ineligible for employment or volunteer service in the Brookline Public Schools if he or she has been convicted of or has charges pending involving any of the crimes listed in section 16, unless the Human Resources Director has granted discretionary approval in accordance with section 10.

10. Provisions for Review of an Individual in any Discretionary Disqualification Category

- (1) The criminal history of every individual for whom the CORI investigation reveals a "ten year presumptive disqualification," a "five year presumptive disqualification," or a "discretionary disqualification", and who has otherwise met the requirements of section 9, shall receive additional review by the Human Resources Director to determine if the individual poses a current danger to children. In reviewing the application of an individual with a criminal record, due weight shall be given to the age of the convictions, the age of the individual when convicted, and the relationship between these convictions and the individual's fitness to work with children. For individuals who have a criminal record but are eligible for employment pursuant to section 9, the Human Resources Director shall require clear and convincing evidence of the individual's appropriateness for employment, given the concern for children's safety. The following are acceptable factors for review: (a) age of the conviction; (b) age of the individual at the time of the offense; (c) seriousness and specific circumstances of the offense; (d) relationship of the criminal act to the nature of the work to be performed; (e) the number of offenses; (f) any relevant evidence of rehabilitation or lack thereof; (g) any other relevant information.
- (2) In reviewing the criminal record of an individual, the Human Resources Director may request that the individual submit additional information, including a letter from the individual's probation officer, parole officer, or treating professional, if not already supplied pursuant to subsections 9(2) or 9(3). The Human Resources Director may also contact police, courts, or prosecuting attorneys for additional information. Following a review, the

Human Resources Director shall determine in writing, along with the basis for so deciding, whether: (a) the individual is eligible; (b) the individual is ineligible; or (c) the individual is eligible for either a different position or the requested position with certain restrictions, including but not limited to close supervision or limited access to children.

11. Dissemination

CORI records may be disseminated only to individuals authorized to receive such information. Willful dissemination of Criminal Offender Record Information to unauthorized individuals is punishable by a jail sentence of up to one year and/or a fine of \$5,000 in addition to civil penalties, pursuant to M.G.L. c. 6, §178.

12. Severability

If any provisions of sections 1 through 17 inclusive, or the applications of such provisions to any person or circumstance are held invalid, the other provisions of this policy, or the application of this policy to any person or circumstance other than that as to which it is held invalid, shall not be affected thereby.

13. Mandatory Disqualification

Conviction of or cases pending relative to the following offenses shall constitute a mandatory disqualification:

A&B, DANGEROUS WEAPON, VICT 65+

A&B CHILD W/ INJURY ATTEMPT TO MURDER

BURGLARY

BURNING BUILDING

BURNING DWELLING HOUSE

DERIVING SUPPORT FROM PROSTITUTE

DISTRIBUTE CONTROLLED SUBSTANCE, MINOR

EXHIBIT POSING CHILD

EXTORTION

INCEST

INDECENT A&B, CHILD 14 OR OVER

INDECENT A&B, CHILD UNDER 14

INDECENT A&B, RETARDED PERSON
INDUCE SEX, MINOR
INTIMIDATION OF WITNESS
KIDNAPPING
KIDNAPPING MINOR BY RELATIVE, ENDANGER SAFETY
MANSLAUGHTER
MANSLAUGHTER, NEGLIGENCE (MINOR/CHILD)
MURDER
PERJURY
POSSESS FIREARM, SERIAL/ID NUM OBLIT, COMM FELONY
RAPE
RAPE AGGRAVATED
RAPE, STATUTORY
TRAFFICKING IN COCAINE
TRAFFICKING IN COCAINE W/ IN 1000FT SCHOOL
A&B ON RETARDED PERSON
ASSAULT BY DANGEROUS WEAPON, VICT 65+
ADMINISTERING DRUGS/SEX
ARMED ASSAULT W/INTENT TO MURDER OR ROB
ARMED ASSAULT W/INTENT TO MURDER OR ROB, VICT 65
ARMED ASSAULT, DWELLING, W/FELONY INTENT
ARMED ROBBERY
ASSAULT W/INTENT TO MURDER OR MAIM
ASSAULT W/INTENT TO RAPE

ASSAULT W/INTENT TO RAPE CHILD

ATTEMPT ESCAPE OR ESCAPE BY PRISONER OR SEX/DANG

TRAFFICKING IN HEROIN

TRAFFICKING IN HEROIN W/ IN 1000FT SCHOOL

TRAFFICKING IN MARIJUANA

TRAFFICKING IN MARIJ W/ IN 1000FT SCHOOL

UNNATURAL ACTS W/CHILD UNDER 16

CONSPIRACY TO COMMIT ANY OF ABOVE OFFENSES

14. Ten Year Presumptive Disqualification

Conviction of or cases pending relative to the following offenses shall constitute a ten-year presumptive disqualification:

A& B DANGEROUS WEAPON

A&B INTIMIDATION, RACE/COLOR/RELIGION

AID ESCAPE FROM CUSTODY

ATTEMPT TO BURN DWELLING HOUSE

ATTEMPTED EXTORTION

BOMB SCARE

B&E DAY, INTEND COMM FELONY, FEAR

BRIBERY OF A POLICE OFFICER

BURGLARY, UNARMED

CARRYING DANGEROUS WEAPON, COMMITTING FELONY

CARRYING DANGEROUS WEAPON, SUB OFFENSE

CIVIL RIGHTS VIOLATION, BODILY INJURY

COMPOUNDING FELONY

CONTRIBUTE DELINQUENCY CHILD

DELIVER DRUGS TO PRISONER

DISTRIBUTING OBSCENE PICTURES

FORGERY, ALTER PRESCRIPTION

FUGITIVE FROM JUSTICE

INDUCE PROSTITUTION

KIDNAPPING MINOR BY RELATIVE

LARCENY FIREARM

LARCENY, PERSON 65+

MANUFACTURE/DISTRIBUTE CLASS A SUBSTANCE

MANUFACTURE/DISTRIBUTE CLASS B SUBSTANCE

MANUFACTURE/DISTRIBUTE CLASS C SUBSTANCE

MANUFACTURE/DISTRIBUTE/DISPENSE CLASS B SUBSTANCE

MFG/DIST/DISPENSE CL A W/IN 1000FT SCHOOL

MFG/DIST/DISPENSE CL B W/IN 1000FT SCHOOL

M/V HOMICIDE, UNDER INFLUENCE DRUGS, NEGLIGENT OR RECKLESS

M/V HOMICIDE, UNDER INFLUENCE LIQUOR

M/V HOMICIDE, UNDER INFLUENCE LIQUOR, NEGLIGENT OR RECKLESS

POSS CL A SUB W/INT TO DIST W/INT 1000FT SCHOOL

POSS CL B SUB W/INT TO DIST W/INT 1000FT SCHOOL

POSS CL B SUB W/INT TO DIST/MFG/CULT W/INT 1000FT SCHOOL

POSSESS CLASS A SUBSTANCE, INTENT TO DISTRIBUTE

POSSESS CLASS B SUBSTANCE, INTENT TO DISTRIBUTE

POSSESS CLASS B SUBSTANCE, W/INTENT DIST/MFG

POSSESS CLASS C SUBSTANCE, INTENT TO DISTRIBUTE
POSSESS CONTROLLED SUB W/INTENT DISTRIB, SUB OFF
POSSESS FIREARM W/O LICENSE
POSSESS FIREARM, SERIAL/ID NUM OBLIT
POSSESS INFERNAL MACHINE
POSSESS MACHINE GUN W/O LICENSE
POSSESS SHOTGUN, BARREL UND 18 "SAWED OFF"
POSSESS MACHINE GUN OR SAWED OFF SHOT GUN, SUB OFFENSE
POSSESS SHOTGUN, BARREL UND 18 "SAWED OFF, SUB OFF
SELL AMMUNITON W/O LICENSE
SELL OBSCENE LITERATURE, UNDER 18
SELL FIREARM W/O LICENSE
THROW EXPLOSIVES
UNARMED ROBBERY
UNARMED ROBBERY, VICTIM 65+
UNLAWFUL POSSESSION, BOMB
UNLAWFUL POSSESSION, EXPLOSIVES
UNLAWFUL POSSESSION, FIREARM, COMMISSION FELONY
UNLAWFULLY PLACE EXPLOSIVES
UTTER FALSE PRESCRIPTION
VIOLATE DOMESTIC PROTECTIVE ORDER
VIOLATION OF PROTECTIVE ORDER (209A)
CONSPIRACY TO COMMIT ANY OF ABOVE OFFENSES

15. Five Year Presumptive Disqualification

Conviction of or cases pending relative to the following offenses shall constitute a five-year presumptive disqualification:

ACCESSORY BEFORE FACT

ACCESSORY AFTER FACT(VARIABLE)

ASSAULT BY DANGEROUS WEAPON

ATTEMPT TO COMMIT CRIME (VARIABLE)

B&E DAY, INTENT COMM FELONY

B&E NIGHT, BLDG/SHIP/M/V, INTEND COMM FELONY

B&E TRUCK, INTEND COMM FELONY

BURNING M/V OR PERSONAL PROPERTY

BURNING TO DEFRAUD INSURANCE CO.

CARRYING LOADED RIFLE/SHOTGUN, PUBLIC WAY

DELIVER ARTICLES TO INMATE

DRUG PARAPHENELIA

ENTER W/O BRK, BLDG/SHIP/M/V, INT FEL , FEAR

ENTER W/O BRK, NIGHT, DWELL, INTEND COMM FELONY

ENTICE FEMALE, SEX, INTERCOURSE

ESCAPE, FURLOUGH

FALSE INFORMATION FOR GUN PERMIT

LARCENY, BANK EMPLOYEE OR OFFICER

LARCENY, CONTROLLED SUBSTANCE, FROM AUTHORIZED PERSON

LARCENY, PERSON

MANUFACTURE/DISTRIBUTE CLASS D SUBSTANCE

M/V HOMICIDE, NEGLIGENT OPERATION

M/V HOMICIDE, RECKLESS OPERATION
OPERATE M/V UNDER INFLUENCE, SERIOUS INJURY
OPERATE M/V UNDER INFLUENCE, DRUGS, 3 RD OFFENSE
OPERATE M/V UNDER INFLUENCE, LIQUOR, 3 RD OFFENSE
POSSESS CLASS A SUBSTANCE
POSSESS CLASS B SUBSTANCE
POSSESS CLASS C SUBSTANCE, SUB OFFENSE
POSSESS CLASS D SUBSTANCE, SUB OFFENSE
POSSESS CLASS D SUBSTANCE, INTENT TO DISTRIBUTE
POSSESS CLASS E SUBSTANCE, INTENT TO DISTRIBUTE
POSS CL D SUB W/INT TO DIST W/INT 1000FT SCHOOL
POSSESS BURGLARIOUS TOOLS
POSSESS M/V MASTER KEY
POSSESS MATTER HARMFUL MINOR
RECEIVE/BUY STOLEN M/V
UNARMED ASSAULT, INTENT TO ROB
UNNATURAL ACTS
VANDALIZE CHURCH/SYNAGOGUE/CEMETERY
VANDALIZE SCHOOL/CHURCH/EDUCATIONAL BLDG
VIOLATE STALKING LAW
CONSPIRACY TO COMMIT ANY OF ABOVE OFFENSES

16. Discretionary Disqualification

Conviction of or cases pending relative to the following offenses shall constitute a discretionary disqualification:

A&B

A&B ON PUBLIC SERVANT

A&B ON POLICE OFFICER

A&B OR ASSAULT ON CORRECTIONAL OFFICER

ABANDON W/O SUPPORT OF SPOUSE, OR MINOR CHILD

ABANDON M/V

ACCOSTING

ADULTERATION ALCOHOLIC BEVERAGE

AFFRAY

ALIEN IN POSSESS OF FIREARM

ANNOYING PHONE CALLS

ASSAULT

ATTEMPT TO INJURE DEPOSITORY OF VALUABLES

B&E, INTEND TO COMM MISDEMEANOR

B&E RAILROAD CAR

B&E RECOGNIZANCE VIOLATION

BEING PRESENT WHERE HEROIN KEPT

CIVIL RIGHTS VIOLATION, NO BODILY INJURY

CREDIT CARD, LARCENY OF

CRUELTY TO ANIMALS

DISCHARGING FIREARM, 500FT

DISCHARGING WEAPON NEAR HIGHWAY/DWELL, HUN

DISPENSE CONTROLLED SUBSTANCE, NOT REGISTERED
DISTRIBUTE CONTROLLED, SUBSTAN W/O PRESCRIPTION
ENGAGING IN SEX, PROSTITUTION, "JOHN"
ENTER W/O BRK, TRUCK, INTEND COMM FELONY
FAIL TO KEEP RECORDS ON CONTROLLED SUBSTANCE
GAMING, IMPLEMENTS FOUND PRESENT, MANAGER
GAMING, IMPLEMENTS FOUND PRESENT, OWNER
HOUSE OF ILL FAME
ILLEGAL POSSESS CLASS C SUBSTANCE
ILLEGAL POSSESS CLASS D SUBSTANCE
ILLEGAL POSSESS CLASS E SUBSTANCE
INDECENT EXPOSURE
LARCENY BY CHECK
LARCENY IN BLDG, SHIP, VESSEL, OR RR CAR
LARCENY IN TRUCK/TRAILER
LARCENY, M/V OR TRAILER
LEAVE COMM W/O SUPPORT MINOR CHILD OUT OF WDLOCK
LEAVE COMM W/O SUPPORT OF SPOUSE & MINOR CHILD
LEAVE SCENE AFTER PERSONAL INJURY, M/V
LEWD & LASCIVIOUS SPEECH & BEHAVIOR
MALICIOUS DESTRUC, PERS/REAL PROP, OVER \$250
MANUFACTURE/DISTRIBUTE CLASS E SUBSTANCE
NON-SUPPORT OF MINOR CHILD OUT OF WEDLOCK
NON-SUPPORT OF MINOR CHILD(REN)

OBSCENE TELEPHONE CALLS

OBSTRUCT JUSTICE

OPEN & GROSS LEWDNESS

OPERATE M/V AFTER LICENSE REVOKED FOR DRUNK DRIVING

OPERATE M/V UNDER INFLUENCE, DRUGS

OPERATE M/V UNDER INFLUENCE, LIQUOR

OPERATE M/V W/O LICENSE, 2 ND OFFENSE

POSSESS ALTERED FID CARD

POSSESS COUNTERFEIT SUBS W/INTENT DISTRIBUTE

POSSESS DANGEROUS WEAPON UNLAWFULLY

POSSESS HYPODERMIC SYRINGE OR NEEDLE

POSSESS OBSCENE "PORNOGRAPHIC" MATERIAL

PROCURE LIQUOR FOR MINOR

PROSTITUTION

RECEIVE STOLEN PROPERTY, OVER 250

RIOT

SELL/DELIVER ALCOHOLIC BEVERAGES PERSON UNDER 21

SOLICITING PROSTITUTE

SHOPLIFTING, 3 RD OR SUB OFFENSE

SODOMY

TAKING M/V W/O AUTHORITY, STEAL PARTS

TELECOMMUNICATIONS FRAUD

UNAUTHORIZED USE, CREDIT CARD, OVER \$250

UNLAWFUL POSSESSION, SHOTGUN

UNLAWFULLY OBTAIN CONTROLLED SUBSTANCE

USE M/V, COMMISSION OF FELONY

UTTER FORGED INSTRUMENT

VIOLATE SUPPORT ORDER

VIOLATE SUPPORT ORDER, MINOR CHILD OUT OF WDLOCK

WILLFULLY & MALICIOUSLY BURN M/V

WILLFULLY & MALICIOUSLY KILL BEAST

WANTON DESTRUCTION, PERS/REAL PROPERTY

CONSPIRACY TO COMMIT ANY OF ABOVE OFFENSES

17. Offenses Included

The above include all violations of Massachusetts law or like violation of the law of any other state, the United States, or the military.

APPENDIX B – SEXUAL HARASSMENT

THE POLICY

The Brookline Public Schools is committed to maintaining a school environment free of any harassment based on, but not limited to, age, color, disability, gender, national origin, race, religion, or sexual orientation. Such harassment in the workplace or school environment is unlawful and is absolutely prohibited. This includes harassment by administrators, certified and support personnel, students, vendors, and other individuals in the school or at school-related events. Further, any retaliation against an individual who has complained about harassment or against individuals for cooperating with an investigation of a harassment complaint is similarly unlawful and will not be tolerated. The willfully filing of a false complaint may result in disciplinary action, up to and including suspension or expulsion/discharge.

By adopting this Policy, the Brookline School Committee:

1. does not intend to limit the use of materials such as art books, sculpture, literature, etc. that may be appropriately used in an academic setting, or prohibit discussions concerning the same;
2. directs that the procedures for addressing instances of harassment shall take into account the ages and competencies of those involved;
3. directs the Superintendent to review periodically with the School Committee the *Harassment Complaint Procedures*.

Appropriate training of Complaint Administrators, Complaint Managers, and staff will take place annually. A copy of this Policy and the *Harassment Complaint Procedures* will be given to each employee.

I. PURPOSE AND SCOPE

Harassment is defined as any communication or conduct that limits or denies the ability of a student to attend, participate in, or benefit from the educational program or the ability of a staff member to attend to or perform his/her duties. It includes, but is not limited to, any communication, written, spoken or otherwise, such as jokes, comments, innuendoes, notes; material placed on the internet or other electronic media such as email, web page, and voice mail; writing placed on school property, the display of pictures or symbols, graffiti, gestures, or other conduct that offends or shows disrespect to others based upon age, color, disability, gender, national origin, race, religion, or sexual orientation.

By law, the particular communication or conduct is viewed from the perspective of a reasonable person. What one person may consider acceptable behavior may reasonably be viewed as harassment by another person; therefore, individuals should consider how their words and actions might be viewed by other individuals.

It should be noted that, while this policy sets forth the goal of the Brookline Public Schools to maintain a work and educational environment that is free of harassment based upon age, color, disability, gender,

national origin, race, religion, or sexual orientation, the policy is not designed or intended to limit the authority of school officials to discipline or take remedial action for conduct which is deemed unacceptable, whether or not that conduct satisfies the definition of harassment. This policy is also not intended to limit the rights students or staff have under the law or appropriate agreements, including filing a complaint with an outside agency.

Sexual Harassment

While all types of harassment are prohibited, sexual harassment requires special attention. Sexual harassment includes sexual advances, requests for sexual favors, and/or other verbal or physical conduct of a sexual nature when:

1. Acceptance of or submission to such conduct is made either explicitly or implicitly a term or condition of employment, attendance, or education, or
2. The individual's response to such conduct is used as a basis for employment decisions affecting an employee or as a basis for educational, disciplinary, or other decisions affecting a student, or
3. Such conduct interferes with an individual's job duties, education, or participation in extra curricular activities, or
4. The conduct creates an intimidating, hostile or offensive work or school environment.

The legal definition of sexual harassment is broad. In addition to the above examples, other sexually oriented conduct, whether it is intended or not, that is unwelcome and has the effect of creating a work or educational environment that is hostile, offensive, intimidating or humiliating to individuals of either gender may also constitute sexual harassment. While it is not possible to list all circumstances that may constitute such harassment, examples may include references to sexual conduct, comments on an individual's body, unwelcome leers, and suggestive or insulting comments.

II. FILING A COMPLAINT

Any student or employee who believes that the Brookline Public Schools has discriminated against or harassed him/her because of his/her age, color, disability, gender, national origin, race, religion, or sexual orientation in admission to, access to, treatment in, or employment in its services, programs, and activities may file a complaint with a building based Complaint Manager (names may be found in the Office of the Principal/Headmaster). In addition to the Complaint Managers, complaints may also be filed with the Principal/Headmaster or the "Complaint Administrators" listed below.

Director of Human Resources, (617) 730-2410

Mary Ellen Dunn, Deputy Superintendent for Administration and Finance, (617) 730-2424

Nicole Gittens, Deputy Superintendent for Teaching and Learning, (617) 730-2432

Willfully filing of a false complaint is strictly prohibited.

Student Complaints, in particular

A student who believes that he/she is the victim of harassment should report the matter to a teacher, counselor, or administrator who in turn will notify a Complaint Manager in the school. As an alternative, a student may report directly to a Complaint Manager. Notice of each school's Complaint Managers will be posted in a prominent location in the school.

All employees of the Brookline Public Schools must respond to complaints by students of harassment by notifying the building principal or appointed Complaint Manager. Employees are required to take every report of harassment seriously.

A student may also file a complaint alleging harassment by contacting the Complaint Coordinator:

Deputy Superintendent for Student Services
333 Washington Street
Brookline, MA 02445
(617)730-2444

The Human Resources Director, the Deputy Superintendent for Teaching and Learning, and the Superintendent as listed above are also available to provide information about this policy and the Brookline Public Schools' complaint process.

Complaints Of Discrimination Based Upon Disability

A person who alleges discrimination on the basis of disability relative to the identification, evaluation, or educational placement of a person, who because of a disability needs or is believed to need special education or related services, pursuant to Section 504 of the Rehabilitation Act of 1973, Chapter 766, and/or the Individuals with Disabilities Education Act, must use the procedure outlined in the Massachusetts Department of Education *Parents' Rights Brochure* rather than this Complaint Procedure. A copy of the brochure is available from the following individual:

Deputy Superintendent for Student Services
333 Washington Street
Brookline, MA 02445
(617)730-2444

A person with a complaint involving discrimination on the basis of disability other than that described above may either use this Complaint Procedure or file the complaint with the U.S. Department of Education at the address provided at the end of this Complaint procedure.

III. CONTENTS OF COMPLAINTS

The Brookline Public Schools urges all individuals in the school community to bring any complaint of harassment to the attention of school personnel IMMEDIATELY so that they can resolve the issue. The complaint must be in writing. The Complaint Administrator, Complaint Manager, or any person of the complainant's choosing may assist the complainant with filing the complaint. The written dated complaint must include the following information: (Form attached)

1. The name and school (or address and telephone number if not a student or employee) of the complainant.
2. The name (and address and telephone number if not a student or employee) of the complainant's representative, if any.
3. If known, the name of the person(s) alleged to have caused the discrimination or harassment (respondent). If not known, then give a detailed description of the respondent.
4. A description, in as much detail as possible, of the alleged discrimination or harassment.
5. The date(s) of the alleged discrimination or harassment.
6. The name of all persons who have knowledge about the alleged discrimination or harassment (witnesses), as can be reasonably determined.
7. A description, in as much detail as possible, of how the complainant wants the complaint to be resolved.

IV. INVESTIGATION AND RESOLUTION OF THE COMPLAINT

A Complaint Administrator or Complaint Manager will promptly investigate every complaint, observing all relevant state and federal laws and regulations and school system policies and procedures, as well as applicable contractual requirements. If the investigator determines that harassment has occurred, the Complaint Administrator or Complaint Manager will take appropriate action to end the harassment and to ensure that it is not repeated.

Respondents will be informed of the charges as soon as the Complaint Administrator or Complaint Manager deems appropriate based upon the nature of the allegations, the investigation required, and the action contemplated.

The Complaint Administrator or Complaint Manager will interview witnesses whom he/she deems necessary and appropriate to determine the facts relevant to the complaint, and will gather other relevant information. Such interviews and gathering of information, including checking with Complaint Coordinator, will be completed within fifteen (15) school days of receiving the complaint.

Within twenty (20) school days of receiving the complaint, the Complaint Administrator or Complaint Manager will meet the complainant and/or his/her representative to review the information gathered and, if applicable, to propose a resolution designed to stop the discrimination or harassment and to correct its effect. Within ten (10) school days of the meeting with the complainant and/or representative, the Complaint Administrator or Complaint Manager will provide written disposition of the complaint to the complainant and/or representative and to the respondent(s).

Notwithstanding the above, it is understood that in the event a resolution contemplated by the Brookline Public Schools involves disciplinary action against an employee or a student, the complainant will not be informed of such disciplinary action unless it directly involves the complainant (i.e., a directive to 'stay away' from the complainant, as might occur as a result of a complaint or harassment.)

Unless the allegation happens at the end of the school year, all the time lines specified above are school days and will be implemented as specified, unless the nature of the investigation or exigent circumstances prevent such implementation, in which case, the matter will be completed as quickly as practicable. If the time lines specified above are not met, the reason(s) for not meeting them must be clearly documented. In addition, it should be noted that in the event the respondent is subject to a collective bargaining agreement which sets forth a specific time line for notice and/or investigation of a complaint, such time lines will be followed.

After the case has been concluded, all records and paper work associated with the case will be forwarded to the Complaint Coordinator, Coordinator of Title IX and Coordinator for Section 504 of the Rehabilitation Act and for M.G.L. Chapter 76 Section 5 (commonly known as Chapter 622). The Deputy Superintendent will keep all paperwork in a locked file cabinet. The respondent will be given the opportunity to review said paperwork and shall initial such material prior to its filing. The respondent's initials do not signify agreement with the contents but rather serve as evidence that the respondent has seen the material in question.

The Complaint Manager, the Complaint Administrator, or the Superintendent may access the Complaint Coordinators files only when investigating a second allegation involving individuals from their current investigation.

Confidentiality of complainants/respondents and witnesses will be maintained, to the extent consistent with the Brookline Public Schools' obligations relating to investigation of complaints and the due process rights of individuals affected.

Retaliation against someone because he/she has filed a complaint under this Complaint Procedure is strictly prohibited.

Penalties

Persons who engage in harassment or retaliation or who willfully files a false complaint will be subject to discipline, suspension, termination/expulsion or other sanctions, subject to applicable school system policies and procedures, as well as applicable contractual requirements.

Any disciplinary action imposed upon an employee or student is subject to applicable procedural requirements.

In certain cases, harassment of a student, and in particular, sexual harassment of a student may constitute child abuse under Massachusetts Law. Verbal sexual harassment of any child by anyone including school district employees/volunteers, is recognized as a form of child abuse and a warning sign of actual physical or sexual abuse. A matter reported under this section shall be screened by a Complaint Administrator or Complaint Manager to determine whether an investigation is pursuant to the Child Abuse and Neglect Policy, The Sexual Harassment Policy, or both. If such abuse is determined to have happened, then the screener will file a report immediately with the Department of Social Services in accordance with the requirements of M.G.L. c. 19, s. 51A. The Brookline Public Schools will comply with all legal requirements governing the reporting of suspected cases of child abuse.

V. APPEALS

If the complainant is not satisfied with the disposition by a Complaint Manager, the complainant/representative may appeal the disposition to one of the Complaint Administrators, identified in Section I above. If the complainant is not satisfied with the disposition by a Complaint Administrator, the complainant may appeal to the Superintendent, as follows:

Andrew Bott
333 Washington Street
Brookline, MA 02445
(617)730-2401

The Complaint Administrator/Superintendent will issue a written response on the appeal to the complainant within ten (10) school days of receiving the appeal. The respondent may file an appeal directly to the Superintendent.

Generally, a complainant may file a complaint with the U.S. Department of Education, Office for Civil Rights, JW McCormack POCH, Boston, Massachusetts 02109-4557, telephone (617)223-9662, TTY (617)223-9695.

VI. REFERENCES

State agencies that enforce laws prohibiting harassment or receive complaints there under include the Massachusetts Commission Against Discrimination (MCAD), which is located at One Ashburton Place, Boston, MA 02108, telephone (617) 727-3990; and the Massachusetts Department of Education, 350 Main Street, Malden, MA 02148-5023, telephone (781) 338-3300.

Federal agencies responsible for enforcing federal laws prohibiting harassment include the Equal Employment Opportunity Commission (EEOC), One Congress Street, Boston, MA 02109, telephone (617) 565-3200, TDD Users (617) 565-3204; and the U.S. Department of Education for Civil Rights (OCR), J.W. McCormack POCH, Boston, MA 02109-4557, telephone (617) 223-9662, TTD Users (617) 223-9695.

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