



**AGREEMENT**

between

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

and

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

**JULY 1, 2011 - JUNE 30, 2014**

## **SCHOOL COMMITTEE**

Alan Morse – Chair  
Susan Wolf Ditkoff - Vice Chair

P.H. Benjamin Chang\*  
Amy Kershaw\*

Helen Charlupski  
Barbara Scotto  
Henry Warren\*

Abby Cox  
Rebecca Stone

## **ADMINISTRATION**

William H. Lupini  
Superintendent of Schools

Peter C. Rowe\*  
Deputy Superintendent  
for Administration and Finance

Jennifer Fischer-Mueller  
Deputy Superintendent  
for Teaching and Learning

Dr. Kirsten Esposito Balboni  
Assistant Superintendent for  
Student Services

Dr. Angela Dr. Allen\*  
Asst. Superintendent for  
Human Resources

James Pagliarulo\*  
Director of Building Services

Edward Clancy\*  
Assistant Supervisor of Custodians

\*School Committee Negotiation Team

## **NEGOTIATION COMMITTEE**

Joseph Geary  
James Mellett  
Thomas Hantakas  
Mark Bernard

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## **AGREEMENT**

AGREEMENT made and entered into as of the first day of July 1, 2011, 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.

## **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 a week for forty-three (43) weeks.

The scheduling of employees, including night shifts, shall be determined by the Director of Building Services. 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, 1981, 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, the weekly salaries being compensation for the normal forty (40) hour workweek. 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' forty-three (43) week 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.

	<u>Houseworker</u>
6/30/11 (eff. 11:59 PM)	\$15.25
7/01/11	\$15.25
7/01/12	\$15.55
7/01/13	\$15.87

- (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.

6/30/11	\$12.91 per night
7/01/11	\$12.91 per night
7/01/12	\$13.16 per night
7/01/13	\$13.43 per night

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 above 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.

6/30/11	\$8.65 per day
7/01/11	\$8.65 per day
7/01/12	\$8.82 per day
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.

6/30/11	\$17.74 per day
7/01/11	\$17.74 per day
7/01/12	\$18.09 per day
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.

6/30/11	\$3.33 per day
7/01/11	\$3.33 per day
7/01/12	\$3.39 per day
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, 2012

10 years .....	\$625/year
15 years .....	\$775/year
20 years .....	\$925/year
25 years .....	\$1125/year
30 years .....	\$1425/year

July 1, 2013

10 years .....	\$650/year
15 years .....	\$800/year
20 years .....	\$950/year
25 years .....	\$1150/year
30 years .....	\$1450/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** Rest Periods. 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 for possible pipe freeze-ups and other conditions created by cold weather will be paid a minimum of two hours' pay for the building check. He does not have to perform the building check at a specific designated hour but must perform it within the designated day. 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. All employees will receive pay through Direct Deposit, effective with ratification (July 17, 2012).

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.

**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. If the jury fees or witness fees amount to less than the employee's regular rate of compensation, he shall be paid an amount equal to the difference between them. 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 seven (7) 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) 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. 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.

**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 30<sup>th</sup> 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
<u>For employees hired after ratification:</u>	
For 20 years' service or more.....	5 calendar weeks

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.

## 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 two 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 Advisory Committee

The Union and Committee agree that they will continue to participate in the activities of the Health Advisory Committee as referenced by Section 3 of G.L.C. 32B for the term of

the current contract, consistent with the recommendations of the Health Advisory Committee to the Board of Selectmen and motions voted by the Board on March 28, 1995.

The Town and the Union will, as stated in the March 22, 1995 letter and as demonstrated over the past three years, look to the Health Care Advisory Committee as the forum for labor and management collaboration on the possible expansion of benefits. The Union and the Town believe that similar collaboration holds the greatest promise for the pursuit of enhanced benefits in the future.

Appropriate arrangements will be made to permit a Union representative, to participate in the activities of the Health Advisory Committee, consistent, with the motions voted by the Board of Selectmen on March 28, 1995.

## **Section 2**    Health Insurance

1. In accordance with Massachusetts General Laws only those employees who are regularly scheduled to work twenty (20) or more hours shall be eligible for group health insurance. The parties agree that the Town will provide group health insurance to employees regularly scheduled to work twenty (20) or more hours per week as is generally offered to other eligible Town employees. The union recognizes and agrees that group health insurance plans, carriers, providers, benefits, coverages, deductibles, premiums, premium contributions, co-payments may change from time to time and agrees that the Town may make such changes without any further negotiations after giving the union 30 days notice of the change.
2. MEDCAP. The Town of Brookline allows a pre-tax MEDCAP deduction for eligible medical expenses of up to \$5000 each Fiscal year. The Town may modify this ceiling from time to time based upon changes in Federal Legislation that effect these contributions.
3. Increase life insurance to a maximum of \$5000.00 effective on the date that the Town of Brookline implements a similar increase.

## **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**

The Council shall be granted an exclusive check-off privilege for any employees within the bargaining unit covered by this Agreement who elect to have dues deducted, and the School Committee shall provide monthly to the Council a complete and up-to-date list of all employees for whom dues have been checked off for the Council. The School Committee also shall furnish to the Council such other reasonably available information as may be necessary to the Council for maintaining appropriate records.

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**

### **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 \$340 annually for uniform and shoes effective July 1, 2011
- (b) Effective July 17, 2012 paragraph (b) was deleted.
- (c) An annual clothing allowance of Two Hundred Twenty-five (\$225.00) 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.

## **ARTICLE XIV**

### **GENERAL PROVISIONS**

**Section 1** The School Committee and the Council will share equally the cost of printing the first two hundred (200) copies of this Agreement, out of which number employees covered by this Agreement will receive one copy. The cost of printing any additional copies shall be paid by the party desiring the additional copies.

**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.

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.
- 4.

## **ARTICLE XXIII**

### **DURATION OF AGREEMENT**

Except as is otherwise expressly provided elsewhere in this Agreement, this Agreement shall take effect as of July 1, 2011, 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

\_\_\_\_\_  
Alan Morse  
School Committee Chair

\_\_\_\_\_  
Jay Cassidy, Staff Representative  
AFSCME Council 93

\_\_\_\_\_  
Peter Rowe  
Deputy Superintendent for Admin. & Finance

\_\_\_\_\_  
Joseph Geary, President  
AFSCME Local 1358

\_\_\_\_\_  
James Pagliarulo  
Manager of Building Services

\_\_\_\_\_  
Thomas Hantakas, Steward  
AFSCME Local 1358

\_\_\_\_\_  
Edward Clancy  
Assistant Manager of Building Services

\_\_\_\_\_  
James Mellett, E-Board Member  
AFSCME Local 1358

\_\_\_\_\_  
Angela F. Allen  
Asst. Superintendent for Human Resources

**CUSTODIAN SALARY TABLES  
JULY 1, 2011 – JUNE 30, 2014**

**0% EFFECTIVE JULY 1, 2011**

	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>
Building Custodian	\$739.30	\$763.48	\$788.70	\$815.32	\$838.16	\$874.31
Senior Building Custodian	\$871.79	\$899.99	\$930.65	\$956.94	\$985.06	\$1,024.68
Night Senior Building Custodian – High School	\$946.48	\$975.16	\$1,004.84	\$1,032.04	\$1,058.76	\$1,100.57
Day Senior Building Custodian – High School	\$1,060.73	\$1,089.91	\$1,119.10	\$1,146.79	\$1,174.00	\$1,218.55

**2% EFFECTIVE JULY 1, 2012 plus \$400 annual for Step 6 ONLY**

	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>
Building Custodian	\$754.09	\$778.75	\$804.47	\$831.63	\$854.92	\$899.49
Senior Building Custodian	\$889.23	\$917.99	\$949.26	\$976.08	\$1,004.76	\$1,052.87
Night Senior Building Custodian – High School	\$965.41	\$994.66	\$1,024.94	\$1,052.68	\$1,079.94	\$1,130.27
Day Senior Building Custodian – High School	\$1,081.94	\$1,111.71	\$1,141.48	\$1,169.73	\$1,197.48	\$1,250.61

**2% EFFECTIVE JULY 1, 2013 plus \$400 annual for Step 6 ONLY**

	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>
Building Custodian	\$769.17	\$794.33	\$820.56	\$848.26	\$872.02	\$925.17
Senior Building Custodian	\$907.01	\$936.35	\$968.25	\$995.60	\$1,024.86	\$1,081.62
Night Senior Building Custodian – High School	\$984.72	\$1,014.55	\$1,045.44	\$1,073.73	\$1,101.54	\$1,160.57
Day Senior Building Custodian – High School	\$1,103.58	\$1,133.94	\$1,164.31	\$1,193.12	\$1,221.43	\$1,283.32

## **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 Assistant Superintendent for Human Resources of any employee of the correctional facility who may have specific information about the individual that would assist the Assistant Superintendent for Human Resources 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.

Assistant Superintendent for Human Resources: The person who is appointed to such position, or, in his or her extended absence, the person designated to perform the duties of the Assistant Superintendent for Human Resources 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 Assistant Superintendent for Human Resources to be unavailable or has indicated to the Assistant Superintendent for Human Resources that he or she has insufficient information to render an assessment, then the Assistant Superintendent for Human Resources 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 Assistant Superintendent for Human Resources to be unavailable or has indicated to the Assistant Superintendent for Human Resources that he or she has insufficient information to render an assessment, then the Assistant Superintendent for Human Resources 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. Assistant Superintendent for Human Resources Responsibilities**

- (1) The Assistant Superintendent for Human Resources 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 Assistant Superintendent for Human Resources 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 Assistant Superintendent for Human Resources 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 Assistant Superintendent for Human Resources 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 Assistant Superintendent for Human Resources 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 Assistant Superintendent for Human Resources, 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 Assistant Superintendent for Human Resources.
- (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 Assistant Superintendent for Human Resources 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 Assistant Superintendent for Human Resources 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 Assistant Superintendent for Human Resources that he or she is ineligible for employment or a volunteer position in the Brookline Public Schools unless discretionary approval is granted by the Assistant Superintendent for Human Resources 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 Assistant Superintendent for Human Resources that he or she is ineligible for employment or a volunteer position in the Brookline Public Schools unless discretionary approval is granted by the Assistant Superintendent for Human Resources 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 Assistant Superintendent for Human Resources that he or she is ineligible for employment or a volunteer position in the Brookline Public Schools unless discretionary approval is granted by the Assistant Superintendent for Human Resources 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 Assistant Superintendent for Human Resources to be unavailable or has indicated to the Assistant Superintendent for Human Resources that he or she has insufficient information to render an assessment, then the Assistant Superintendent for Human Resources 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 Assistant Superintendent for Human Resources 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 Assistant Superintendent for Human Resources to be unavailable or has indicated to the Assistant Superintendent for Human Resources that he or she has insufficient information to render an assessment, then the Assistant Superintendent for Human Resources 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 Assistant Superintendent for Human Resources 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 Assistant Superintendent for Human Resources has granted discretionary approval in accordance with section 10.

#### **10. Provisions for Review of a 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 Assistant Superintendent for Human Resources 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 Assistant Superintendent for Human Resources 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 Assistant Superintendent for Human Resources 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 Assistant Superintendent for Human Resources may also contact police, courts, or prosecuting attorneys for additional information. Following a review, the Assistant Superintendent for Human Resources 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 SUBSTAN, 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/SHP/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 WDLCK

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.

Anne S. Wilson, Asst. Superintendent for Human Resources, (617) 730-2410

Peter Rowe, Deputy Superintendent for Finance and Administration, (617) 730-2424

Jennifer Fischer-Mueller, Deputy Superintendent for Teaching and Learning, (617) 730-2429

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:

Dr. Kirsten Esposito Balboni, Assistant Superintendent for Student Services  
333 Washington Street  
Brookline, MA 02445  
(617)730-2444

The Assistant Superintendent for Human Resources, 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:

Dr. Kirsten Esposito Balboni, Assistant 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 Esposito Balboni, 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, Dr. Kirsten Esposito Balboni, 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). Assistant Superintendent Esposito-Balboni 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 determined 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 reported immediately with the Department of Social Services in accordance with the requirements of M.G.L. c. I 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:

Dr. William H Lupini  
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.

