

Supplemental Proposals by the Brookline School Committee

For a Collective Bargaining Agreement with

The Brookline Educators Union– Unit B

November 3, 2021

The following proposal supplements the School Committee's initial proposals and does not constitute the complete proposals by the School Committee. The School Committee may submit additional proposals. The School Committee reserves the right to amend, modify, and add proposals and to withdraw proposals. In making this proposal the School Committee is not waiving any rights it has to implement any or all of the provisions contained in these proposals.

5. **Article 9: Grievance Procedure**

Amend Article 9 as follows (deleted language struck; new language underlined):

9.1 Definition of Grievance. Any claim by the BEU or a teacher that there has been a violation, misinterpretation or misapplication of the terms of this contract or a violation of any established policy ~~or practice~~ shall be a grievance. As used in this section the words "established policy" shall mean a policy which is established by the BSC and which may be changed by the BSC from time to time pursuant to the powers conferred upon the BSC by law.

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

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

9.4 Level Two. If the grievance is not resolved to the satisfaction of the grievant within ~~five (5) fifteen (15)~~ days after submission at Level One, the employee may present the written grievance to the BEU's Grievance Committee within five (5) days thereafter. The Grievance Committee shall review the grievance with the aggrieved and give its decision to the employee within five (5) days after receipt of the grievance. The BEU Grievance Committee may present the grievance in writing to the Superintendent within five (5) days thereafter.

9.5 Level Three. If the grievance is not resolved to the satisfaction of the grievant or the BEU within ~~five (5) fifteen (15)~~ days after submission at Level Two, the administrator or the BEU may present the grievance in writing to the BSC within five (5) days thereafter.

9.6 Level Four. If the grievance is not resolved to the satisfaction of the BEU within

fifteen (15) days after submission at Level Three, the BEU may submit the grievance to binding arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association within twenty (20) days thereafter.

9.7 Resolving Grievances. If (a) a grievance is submitted at Level One, (b) it is not resolved to the satisfaction of the grievant or the BEU within ~~five (5)~~ fifteen (15) days after such submission, and (c) at the end of the said ~~five (5)~~ fifteen (15) days there are less than fifty (50) days remaining before the expiration of this contract, then the grievant or the BEU may present the grievance in writing to the BSC at Level Three within ten (10) days thereafter. No grievance originally presented during the term of this contract shall lapse by reason of the termination of this contract, unless such a grievance could not be a grievance under the successor contract. For the purposes of resolving any grievance to which the preceding sentence applies, the terms of this contract shall be deemed to remain in effect until such grievance is finally resolved. The foregoing sentence shall not be construed as extending the term of this contract for any other purpose or any other circumstances.

6. Article 5.4 : Requests for Leaves, Extensions or Renewals (Housekeeping)

Amend Article 5.4 as follows (deleted language struck; new language underlined):

5.4 Requests for Leaves, Extensions or Renewals. All requests for leaves, extensions or renewals of leaves shall be made ~~in writing (or via e-mail)~~ electronically using the document for this purpose through the Human Resources Department and responded to ~~in writing by email~~. Requests for such leaves and renewals shall be submitted to the Superintendent or ~~his/her~~ designee using the electronic document with a copy to the ~~teacher's administrator's immediate superior/supervisor~~ by February 1 prior to the commencement of the leave, whenever possible. If such submission is delayed to not later than March 15, the Superintendent shall approve such request if the delayed submission is due to extenuating circumstances of the individual applicant as reasonably determined by the Superintendent. Notwithstanding any provisions of Section 5.6 (A), (B), (C in case of enlistment only), (F) or (H) of this Agreement to the contrary but subject to applicable laws, the Superintendent shall not be required to grant a leave of absence requested after July 31.

7. Article 4.6 Attendance and Participation in Meetings

Amend 4.6 as follows (new language underlined; deleted language struck):

Attendance and participation in meetings called by appropriate school officials are professional responsibilities. Reasonable effort shall be made to avoid scheduling more than 38 meetings for any administrator. An agenda shall be sent to each participant three school days before the meeting. Although under normal circumstances meetings shall not exceed one hour, participants and conveners should understand that the meeting might take longer and should make every effort to remain. ~~Special interest groups (e.g. BEU, etc.) will schedule meetings at their own discretion. While the decision to attend any particular meeting shall be left to the individual's professional judgment, such judgement is to be fairly and reasonably exercised. As a matter of normal courtesy, the administrator is expected to notify his/her appropriate supervisor if unable to attend. Except in an emergency, administrators in grades K-6 do not have to attend curriculum meetings for the first nine workdays of the school year or during June.~~

8. Article 4.1D (Housekeeping)

Delete the last sentence in the second paragraph of Section 4.1D (“The Deputy Superintendent will consult with the BEU President regarding administrative procedures for such requests and responses.”)