

Labor Agreement

Between

The Town of Brookline

and

**Local 950, International Association of Firefighters
AFL-CIO**

July 1, 2009 - June 30, 2012

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A G R E E M E N T

This AGREEMENT entered into this 21st day of February, 2012 by and between the TOWN OF BROOKLINE, hereinafter referred to as the "Employer", and LOCAL 950, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO, hereinafter referred to as the "Union", has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work, and other conditions of employment.

ARTICLE I

Recognition

The Employer recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours, and other conditions of employment, for employees in the following job classifications: Firefighter, Fire Lieutenant, Fire Captain, and Deputy Fire Chief.

Effective after the ratification of this Agreement, dated July 1, 2003 - June 30, 2006, the Town may implement its Executive Officer position and eliminate the Administrative Captain position. Appointment to the position of Executive Officer shall be made from the ranks of Deputy Chief and Captain in the Brookline Fire Department. The Executive Officer position is a confidential and managerial position and is excluded from the bargaining unit. (The result of this change will be the loss of one bargaining unit position.) The Union has seen the job description for the Executive Officer and acknowledges that it includes some work that was formerly bargaining unit work.

ARTICLE II

Definitions

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 I.

The words "tour", "day" and "shift", as hereinafter used in this Agreement, shall mean one 24 hour shift.

ARTICLE III

Management Rights

The listing of the following specific rights of management in this Article is not intended to be a waiver of any of the rights of the Employer not listed herein. Such inherent management rights shall remain with the Employer except as they may be shared with the Union by specific provisions of this Agreement.

- (a) Among the Management Rights that are vested with the Employer are the following: the right to hire; promote; transfer; the right, for just cause, to suspend, demote, and discharge; and the right to relieve employees from duty because of insufficient funds. The foregoing must be exercised in accordance with the General Laws of the Commonwealth of Massachusetts.
- (b) The Employer shall have the freedom of action 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 Employer must take whatever action is necessary to carry out its work in emergency situations. The Employer shall select and determine the number and types of employees required, and shall assign work to such employees in accordance with requirements determined by the Employer and shall establish and change work schedules as necessary.

ARTICLE IV

Check-Off

- (a) In accordance with Chapter 180, Section 17A of the General Laws of the Commonwealth of Massachusetts, the Employer shall deduct from earned wages, periodic Union membership dues from those employees who individually authorize such deductions on an appropriate form. The Employer will remit all sums deducted to the Treasurer of the Union together with a list of the employees from whom such dues have been deducted. Providing there is no equipment breakdown or personnel shortage, such remittance shall be made by the 10th day of the succeeding month.
- (b) The Union shall indemnify and save the Employer harmless against any claim, demand, suit, or other form of liability that may arise out of or by reason of action taken by the Employer for the purpose of complying with this Article.

ARTICLE V

Union Representatives

A written list of the names of Union officers shall be furnished to the Employer and the Union shall notify the Employer of any change.

ARTICLE VI

Sick Leave and Personal Leave

- (a) Definition. Sick leave with pay means authorized absence from work granted to employees when they are unable to perform their duties because of sickness, personal injury not related to employment, quarantine by health authorities, or serious illness in immediate family or household. A day of sick leave will be deducted for each tour of duty missed.
- (b) Permanent Employees. All permanent employees of the Brookline Fire Department shall be entitled to sick leave, with the exceptions noted below, at the rate of seven and one-half (7-1/2) working days per calendar year, credited on January 1st of each calendar year, starting on January 1st of the year following employment. Employees shall be entitled to accumulate year to year without limit all unused portions of their annual sick leave entitlement. The Town will annually notify each employee of his accumulated unused sick leave.
- (c) New employees. All new permanent employees shall be credited with one (1) day of sick leave on the 1st day of the calendar month following employment and will accumulate thereafter one and one quarter (1-1/4) days for each two full calendar months worked during the first calendar year of their employment.
- (d) Former Employees. Former employees re-employed or reinstated after a termination of service shall have the number of days remaining in their accumulated, unused sick leave entitlement upon such termination restored to their credit as accumulated, unused sick leave at the time of their reemployment or reinstatement.
- (e) Transferees. No sick leave credit for prior employment will be allowed to employees transferred from the State or other municipality.
- (f) Deductions. A deduction of one (1) day from sick leave credits shall be made for each seven and one-half (7-1/2) tours in the aggregate of absence from work without pay during a calendar year.

- (g) Notification. When an employee finds it necessary to be absent because of accident or illness, he shall report the fact to his immediate supervisor as soon as possible either in person or by agent. Sick leave will not be granted unless such a report is made.

Such notice should be given, if possible, not less than one-half hour before the starting time of the employee's normal tour of duty.

- (h) Certificates. For the protection of the Town, the Department head may require the presentation of a doctor's certification in connection with a claim for sick leave, and may, if it is deemed advisable, send the employee to a doctor selected by the Town to investigate the employee's absence alleged to be caused by illness after the employee has been out sick for a period of thirty (30) consecutive calendar days. Effective January 1, 1990 all firefighters will be required to present a sick leave certificate for each tour of absence in excess of four cumulative tours in the calendar year. The absence will not be chargeable to sick leave if the certificate is not presented. This requirement may be waived on a case by case basis, after full review of the facts, by the Fire Chief. Employees who are directed to present a doctor's certificate shall use the form in Appendix E.

Certificates for absences on weekends and holidays must be submitted no later than the employee's first shift starting after noon on the day after the weekend or holiday.

Subsequent certificates may be required at the discretion of the Department Head or appointing authority, before or at the time of returning to work. If such a certificate or hospital or doctor's records are not filed with the Department Head after request therefor, such absence shall not be chargeable to sick leave.

It is recognized that excessive use of sick leave may be the cause for disciplinary action up to and including discharge. The Town recognizes the Union's right to protest, grieve and arbitrate any such Town action.

- (i) Serious Illness In Immediate Family. In case of serious illness of husband, wife, child, parent of either spouse, or person living in the immediate household, of an employee subject to these rules, the employee may be granted sick leave with pay not to exceed three and one-half (3-1/2) working days within a calendar year, at the discretion of the appointing authority. These days are charged to sick leave and are part of the seven and one-half (7-1/2) days annual sick leave grant.
- (j) Termination of Service. Upon termination of service for reasons other than retirement, death, resignation or layoff, employees shall not be entitled to compensation in lieu of any accumulated sick leave. On termination due to retirement, death, resignation or layoff, employees or their estates shall be entitled to a lump sum payment equal to one-third (1/3) of their unused accumulated sick leave up to a maximum of \$2,000. Effective July 1, 1994 this maximum shall be increased to \$5,000. Accumulated sick leave shall not be taken immediately prior to separation unless properly chargeable to sick leave under these rules and regulations.
- (k) Personal Leave. Based on his attendance record in the previous calendar year, an employee is eligible for Personal Leave. An employee who uses one (1) day of sick leave is eligible for one and one-half (1-1/2) days of Personal Leave; an employee who uses two (2) days of sick leave is eligible for one (1) day of Personal Leave; and an employee who uses three (3) days of sick leave is eligible for one-half (1/2) of a day of Personal Leave.

Personal Leave must be requested during the calendar year in which it is credited and if it is not it shall be added to sick leave. The Leave may be taken for any reason, but the Department Head must have at least one (1) calendar week's notice of such Leave and if the Department Head finds

that operating efficiency would be impaired thereby, he can deny the request for Leave. In such case, the employee has the option of receiving a day's pay (1/2 of the weekly salary), of having the day added to sick leave, or of attempting to schedule another time for such leave.

Only full days of Personal Leave can be scheduled for time off. Partial Personal Leave days may cashed in, added to sick leave or carried over to the next calendar year.

- (l) Treatment of Injured Employees. If an employee is placed on sick leave status and subsequently retires on a disability pension on the basis of a heart or lung disability arising out of the circumstances requiring the use of such sick leave, the employee will then be credited with the amount of sick leave used prior to retirement for purposes of the Article VI (j) sick leave reimbursement benefit.

ARTICLE VII

Hours of Work and Overtime

- (a) The regular weekly work schedule for all employees shall consist of an average of forty-two (42) hours a week. The work schedule for those assigned as administrators, inspectors, and fire department mechanics is in accordance with the needs of the department, but in no case more than forty-two (42) hours.
- (b) The hours of duty for the Fire Fighting force covered by this Agreement shall be worked by four groups working a twenty-four (24) hour tour on a rotating schedule effective at 8:00 A.M., Monday, July 17, 1995 and which is incorporated into this agreement and identified at Appendix C. Tours of duty will begin at 8:00 A.M. and last twenty-four hours. No change will be made in such hours of duty except when the same have been agreed to after negotiations.
- (c) The Fire Prevention and Training Divisions will normally be staffed Monday through Friday. Personnel assigned to these Divisions shall be assigned to work four (4) ten hour days per week in lieu of five (5) eight hour days per week provided that the number of employees present for duty in each division is sufficient to permit five day coverage.
- (d) Whenever the word "overtime" is used in this Article it shall mean work of more than one-half hour beyond the end of an employee's regular tour of duty (work of more than one-half hour but less than one hour shall be considered as one hour) or time worked in excess of the regularly scheduled workweek in a payroll week. Firefighters shall be compensated at time and one-half for authorized time worked when they are called back or called in on an unscheduled day with a minimum payment of four hours at straight time. Time worked on details is not considered as a call in or as a call back. Overtime pay is at the rate of time and one-half. The Town shall maintain an overtime list to ensure the equitable distribution of overtime within each of the four work groups. Officers in each group will receive one overtime call back for every four call backs of firefighters in their same work group, this distribution to be applied over a period of time with the understanding that an officer would not be called back if there is no officer vacancy on the given shift. It is understood that call back opportunities may not be equalized hereby on an intergroup basis.
- (e) On the first occasion of tardiness, an employee will be given a written warning; on the second occasion, the employee loses pay for the time missed up to the next hour; on the third occasion, he loses pay for double the time missed up to the next hour; and on the fourth occasion, he is suspended for one (1) day; on succeeding occasions, he is subject to suspension or discharge. On the first of January of each year, a new period begins for the computation of tardiness.

ARTICLE VIII

Holiday Pay Treatment

The following holidays shall be deemed paid holidays: New Year's Day (January 1st), Martin Luther King's Birthday, Washington's Birthday (the third Monday in February), Patriot's Day (the third Monday in April), Memorial Day (the last Monday in May), Bunker Hill Day (June 17th), Independence Day (July 4th), Labor Day (the first Monday in September), Columbus Day (the second Monday in October), Veterans' Day (November 11th), Thanksgiving Day and Christmas Day. Holidays falling on Sunday shall be observed on that day notwithstanding the legal observance of the holiday on the following Monday.

All employees shall receive holiday pay with the exception of an employee who is scheduled to but does not work the holiday because he is on sick leave. A holiday for the purpose of this Article, shall begin at 8 A.M. the day of the holiday and end at 8 A.M. the following day.

Holiday pay shall be one-fifth (1/5th) of the employee's regular weekly salary in addition to his regular pay for the day. Holiday pay shall be paid on a weekly basis, subject to a full day's pay (1/5 of regular weekly salary) reduction in the week of a holiday when a firefighter does not work the holiday because he is on sick leave.

Effective June 30, 2006, holiday pay shall be 1/4.35 of the employee's regular weekly salary in addition to his regular pay for the day. Holiday pay shall be paid on a weekly basis, subject to a full day's pay (1/4.35 of regular weekly salary) reduction in the week of a holiday when a firefighter does not work the holiday because he is on sick leave.

ARTICLE IX

Vacations

The Town has accepted the provisions of Chapter 41, Section 111 of the General Laws which reads as follows:

"In any city or town which has accepted chapter two hundred and seventeen of the acts of nineteen hundred and fourteen or has accepted this section in any form, or which accepts this section in the manner hereinafter provided, or has accepted earlier provisions of this section, every permanent civil service employee as well as every person classified as a common laborer, skilled laborer, mechanic or craftsman, shall be granted a vacation of not less than two weeks without loss of pay in each calendar year if he has actually worked for such city or town for thirty weeks in the aggregate during the twelve months preceding the first day of June in such year. Such vacation shall be granted by the head of the respective department of the city or town at any such time as in his opinion will cause the least interference with the performance of the regular work of the city or town. Any official of a city or town whose duty it is to grant a vacation as provided by this section who willfully refuses to grant the same shall be punished by a fine of not more than one hundred dollars. The department of labor and industries shall enforce this section and shall have all necessary powers therefor." (or as may hereafter be amended) which is supplemented by the following provisions:

Permanent Employees

- (a) Vacation Year. The vacation year of the Town of Brookline shall be the period from July 1st to June 30th, inclusive.
- (b) Length of Vacation. All persons, except emergency or temporary employees, who have acquired vacation status as indicated below shall be credited as of June 30th with earned vacation leave with pay not to exceed the following schedule:

For less than thirty (30) full weeks' service, one (1) tour for each two full calendar months employed.

For thirty (30) full weeks' service, but less than five (5) years service as of June 30th, two (2) calendar weeks. One week may be taken as single tours and may not be cashed in.

For five (5) years' service but less than ten (10) years' service as of June 30th of the tenth year, three (3) calendar weeks. One week may be taken as single tours and may not be cashed in. One (1) additional tour shall be added to the vacation of employees eligible for three weeks of vacation. This tour may be cashed in.

For at least ten (10) years' service as of June 30th of the tenth year, four (4) calendar weeks. One week may be taken as single tours and may not be cashed in. Two (2) additional tours of vacation shall be added to the vacation of employees eligible for four weeks of vacation. These tours may be cashed in.

In computing earned vacation leave, credit shall be given for all the temporary service with the Town prior to the date of the initial permanent appointment, provided that such prior service was continuous and uninterrupted up to the date of permanent appointment.

Any firefighter who receives in the aggregate during his/her vacation period(s) in any vacation year fewer scheduled duty hours off than the product obtained by multiplying 42 hours (the average work week) by the number of vacation weeks to which he/she is entitled shall receive a compensating number of hours off at a time convenient to the department; or, if said hours off cannot be given by reason of personnel shortage or other cause, he/she shall be given, in lieu thereof, straight time pay for such hours.

- (c) Skeleton Days. To the extent that the Town shall extend to the outside labor forces the benefit of skeleton days scheduled for administrative employees, the same shall also be extended to employees covered by this Agreement, subject, however, to the following limitations:
1. At the discretion of the Department, which discretion may be exercised on a Department-wide or an individual-employee basis, such benefit may be granted in the form of time off or pay in lieu thereof.
 2. If time off is to be granted, it shall be scheduled in the discretion of the Department.
 3. If pay in lieu of time off is to be granted, it shall be computed at straight time.

This section shall be effective April 1, 1971 and such payments may be due to the employees covered under this contract for the period April 1, 1971 to the date of the signing of this Agreement shall be made as soon as possible.

- (d) Part-Time Employees. Persons employed on a part-time basis may be granted that proportion of the earned vacation leave provided in the above schedule which their part-time service bears to full-time service.
- (e) Absence Without Pay. When a person is on leave without pay and/or absence without pay, for more than seven and one-half ((7-1/2) cumulative scheduled workdays in any vacation year, such person 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.

The same principle shall apply proportionately to vacation allowance deductions for employees with less than twelve (12) months of service as of June 30th.

- (f) Vacation Credits. Vacation leave earned by actual service during the vacation year shall be credited on June 30th of the current year.
- (g) When Taken. The vacation year shall begin July 1st. However, the assignment of vacation leave shall be arranged by the Department Head for such time or times as in his opinion best serves the convenience of the department, preference being given to the employee on the basis of years of employment by the Town unless in a given case, the Department Head finds that operating efficiency would be impaired thereby.

Firefighters may request changes of assigned vacation periods with other firefighters within the same group up to two weeks before the start of the earliest vacation to be changed. Such requests will be granted by the Chief if, in his opinion, the efficiency of the department will not be impaired.

Notwithstanding the foregoing, each firefighter will be scheduled for two weeks of vacation leave during the fifteen week period beginning with the week that contains the 1st of June provided that he is otherwise eligible for such vacation leave.

- (h) Postponed. Any vacation that has been postponed at the request of the employee or the Department Head due to emergency or unforeseen circumstances shall be made up to the employee at such time as, in the opinion of the Department Head, the service of the individual can best be spared, but in no event shall it be carried over for more than one (1) vacation year.
- (i) Terminations. Persons who are eligible for earned vacation leave under these rules, whose services are terminated by layoff, resignation, dismissal, through no fault or delinquency of their own, by retirement, by entrance into the Armed Forces, or by death, shall be granted a vacation with pay as earned in the vacation year prior to such termination, and in addition that proportion, if any, of their vacation earned by actual service in the vacation year during which said termination occurred, up to and including the last full calendar month of employment prior to termination. Vacation leave with pay shall not be granted any employee who is discharged or suspended for cause.
- (j) Permanent-Recurrent Employees. A permanent-recurrent employee must qualify for vacation leave according to these rules and regulations, the length of service to be used in computing the length of such leave to be on the basis of the cumulative length of permanent-recurrent service of said employee.
- (k) Emergency Service. In computing earned vacation leave, no credit is ever allowed for emergency employment.
- (l) Service Other Than in Brookline. Length of prior service with any other municipality or with the Commonwealth shall not be credited in the computation of present vacation status in Brookline.
- (m) Vacation Leave Other Than Brookline. Unused vacation leave earned in any other municipality or with the Commonwealth shall not be transferable to Brookline.

- (n) Reinstatement or Reemployment. Former Brookline employees who are reinstated or reemployed shall be entitled to their computed vacation status as at the time of termination of their previous service provided such reinstatement or reemployment occurs within three (3) years after previous termination. Such person shall be granted that proportion of his vacation leave allowable under such status, as the number of full calendar months worked prior to July 1st bears to that vacation year.

Former employees reemployed or reinstated more than three (3) years after a termination of service shall not be entitled to their computed vacation status as at the time of termination unless said termination was the result of illness of the employee, dismissal through no fault or delinquency of the employee or injury received in the line of duty.

- (o) Other Absence Chargeable to Vacation. Absence on account of sickness or accident in excess of that authorized under established Sick Leave Rules and Regulations, or for personal reasons not provided for under said Rules and Regulations may, at the request of the employee and at the discretion of the Department Head, be charged to vacation leave.

Temporary Employees

All full-time temporary employees who have worked continuously for nine (9) full calendar months during the vacation year ending June 30th of the current year, shall be given two (2) calendar weeks' vacation with pay.

ARTICLE X

Other Leave

- (a) Court Leave. Employees who are called for jury duty or summonsed 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 Department Head 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.

- (b) Military Leave of Absence. Any permanent employee of the Town shall be entitled to a leave of absence during the time of his compulsory service in the Armed Forces of the Commonwealth or during a compulsory annual tour of duty not exceeding seventeen (17) days as provided in Chapter 33, Section 59 of the General Laws as a member of a reserve component of the Armed Forces of the United States, and shall receive his ordinary remuneration therefor. He shall also be entitled to the same leaves of absence or vacation with pay given to other like employees.

The employee must present his military orders to his Department Head for inspection.

- (c) Leave of Absence for Educational Purposes. Any permanent employee of the Town who is a veteran and who leaves his employment for the purpose of attending a school or college for further education under the G.I. Bill of Rights, so called, shall be entitled to a leave of absence without pay and without loss of Civil Service rights during such attendance. The same benefits shall be granted to an employee covered by this Agreement who attends a school or college to further his education in fire fighting and related fields; the number of men to be allowed to go at any one time to be at the discretion of the Chief.
- (d) Leave of Absence for Other Employment. Leave of absence shall not be granted for the purpose of seeking, obtaining or working in employment other than for the Town of Brookline.
- (e) Bereavement Leave. Upon evidence, satisfactory to the appointing authority, of the death of the husband, wife, child, son-in-law, daughter-in-law, parent of either spouse, brother or sister, brother-in-law, sister-in-law, grandchild, grandparent, or person living in the immediate household, of an employee subject to these rules, the employee may be granted a leave of absence with pay to the extent necessary but not to exceed two (2) working days.
- (f) Leave to Attend Union Conventions. An employee may be granted a leave of absence with pay to include a reasonable time for necessary travel while attending a convention of an employee union as an officer, delegate, or alternate delegate (C. 233, Acts of 1963).
- (g) Leave to Attend Veterans' Conventions. An employee may be granted a leave of absence with pay while attending a State or National convention of a Veterans' organization chartered by the Congress of the United States if he is a delegate or an alternate (C. 412, Acts of 1963).
- (h) Leave for Union Business. All employees covered by this Agreement who are officers of Local 950 or who are appointed as members of said Local's Collective Bargaining Committee, shall be allowed time off for official Union business without loss of pay or benefits where such business involves and concerns the collective bargaining relationship between the Employer and the Union.
- (i) Additional Personal Leave. All permanent firefighters shall be entitled to personal leave at the rate of 2 days per year in addition to any such leave earned under the sick leave provisions of this plan. In cases where a personal leave day off is not desired or cannot be scheduled, firefighters shall have the option of having the day added to sick leave or of receiving a day's pay at straight time (2/5 of a week's pay). The employee's election of an option under this section must be in writing and may be made, by filing the written request at the Fire Department Office, at any time before noon on the 8th day (second Wednesday) before the Thursday pay day on which the payment is desired.

Firefighters with 20 years or more of service shall be granted one day of personal leave per year in addition to any such leave provided above. This personal leave cannot be cashed in and must be taken off at a time acceptable to the Chief and in such a way as not to incur overtime costs.

ARTICLE XI

Paid Details

Employees assigned to paid details shall be compensated pursuant to the schedule incorporated in this Agreement and identified as Appendix A.

ARTICLE XII

Compensation

Employees shall be compensated pursuant to the salary schedule incorporated in this Agreement and identified as Appendix B.

ARTICLE XIII

Uniforms and Safety Equipment

Uniforms, turnout equipment, proper masks and other such safety equipment which is reasonably required for the protection of the men on duty shall be furnished by the Town.

New members of the Fire Department shall receive a complete uniform at no expense to themselves at the time of their appointment. Annually thereafter, a \$490.00 per year uniform allowance shall be paid to members of the Fire Department. Each firefighter will utilize this allowance to purchase uniform items as necessary to ensure that he owns the following uniforms in serviceable condition: 1 dress blouse, 2 pr dress trousers, 2 uniform tee-shirts, 2 pairs of uniform work shorts, 1 dress cap, 1 all weather coat, 4 dress shirts, 6 work shirts, 6 work pants, 1 windbreaker type jacket, 1 tie, 1 pr dress shoes, 1 pr work shoes. All uniform items shall meet specifications established by the Town. The Town may require periodic inspections to ensure that each firefighter possesses all of the required uniform. If any firefighter lacks a required item or the item is not in a serviceable condition, the Town shall purchase such item for the individual and deduct the cost and related expenses from any monies due him. Repeated failure to maintain proper uniforms shall be grounds for disciplinary action.

This modified uniform allowance system shall expire and the system in effect June 30, 1984 shall be reinstated effective June 30, 2002 unless the parties agree to a continuation of the modified systems. Fireground protective gear such as rubber coats, rubber boots, helmets, masks and other such safety equipment shall not be charged to the appropriation for uniforms.

Effective July 1, 2002, Firefighters will be permitted to wear uniform tee-shirts and uniform work shorts approved by the Town during the fifteen week period beginning with the week that contains the 1st of June and at such other times as the Chief may in his discretion permit.

Members of the Fire Department shall be paid an annual \$200 allowance for expenditure on uniform maintenance.

ARTICLE XIV

Funeral Benefits

If a firefighter is killed in the line of duty, the Town will reimburse his beneficiary a total of five thousand dollars (\$5,000.00) for funeral expenses. The beneficiary shall be determined from the Beneficiary Blank filed with the Town of Brookline Retirement System. The provisions of this article shall be applicable to active firefighters whose death falls within the provisions of the "heart and lung law" (G.L. Chapter 32, Section 94). This article is not applicable after retirement.

ARTICLE XV

Treatment of Injured Firefighters

- (a) The Town assumes the reasonable medical care and hospital expenses of firefighters injured in the line of duty. In order to insure the best possible and skilled medical attention for those members of the department who are injured on the fire grounds, it is agreed as follows:
1. That, in all cases involving the serious burns, members of the force are to be taken to the so-called Burns Center-Massachusetts General Hospital.
 2. That, all cases involving injuries to the eye to be taken directly to the Massachusetts Eye and Ear Infirmary.
 3. That, in all other cases of serious injury members of the firefighting force are to be taken to the nearest of the following hospitals:

Brigham And Women's Hospital
Beth Israel Hospital
St. Elizabeth's Hospital
New England Baptist Hospital

unless the injured member expresses a preference among the above hospitals, in which case his wishes are to be given due consideration.
 4. That, all other injuries of a minor nature to be referred to the above designated hospital unless the injured man prefers his family physician.
 5. The progress of such cases are to be followed by the Chief of Department or his designate, to the end that adequate medical attention is available at all times to members of the department injured in line of duty.
- (b) If a firefighter is injured in the line of duty in an out of Town fire he is entitled to the same protection indicated in paragraph (a) of this Article.
- (c) A firefighter injured in the line of duty shall receive all pay and other benefits of the position he holds for as long as he is on injury leave. Such pay and benefits shall be earned and due as though the employee worked his assigned hours of employment.
- (d) The term "firefighter", as used herein, shall include all employees covered by this Agreement.
- (e) Employees injured in the line of duty who cannot perform full duty because of such injury shall, at the discretion of the Chief, be assigned by the Chief to perform bargaining unit duties in the department consistent with their physical condition provided that they are expected to return to full duty within a reasonable time. In determining whether an employee is to be assigned to modified duty, consideration shall be given to the circumstances of each case. Although priority must be given to all line-of-duty injury cases under this section, the Chief may thereafter consider employees who are unable to perform full duty because of an off-duty injury or condition, including but not limited to pregnancy, for assignment on a similar basis as employees injured in the line of duty.

For each employee who is injured in the line of duty with a complex, serious, multiple or chronic condition(s) which prevents such employee from performing full duty for more than thirty (30) calendar days or which is anticipated to prevent such employee from performing full duty for more than thirty (30) calendar days, a medical determination regarding an employee's return to work on modified duty shall be made by the Town of Brookline's Occupational Health Physician who shall consider the opinion of the employee's treating physician, provided the employee's own treating physician renders an opinion for review in a timely fashion. If the Occupational Health Physician and the treating physician disagree, then the two physicians shall agree upon a third physician, who shall be board certified in the specialty most appropriate to the employee's injury or illness, to render an opinion which the parties agree to accept. If the employee's treating physician fails to participate in the selection of a third physician within three (3) weeks of such a request, then the Town may proceed on the basis of the Occupational Health Physician's selection of a third physician.

(1) For each employee who is injured in the line of duty who has a minor injury, a medical determination regarding an employee's return to work on modified duty shall be made by the Town of Brookline's Occupational Health Physician who shall consider the opinion of the employee's own treating physician, provided the employee's treating physician renders an opinion for review in a timely fashion. Examples of minor injuries include but are not limited to broken fingers and toes, minor lacerations including those requiring stitches, minor contusions, scratched cornea, simple sprains and strains.

The Chief shall give the employee seven calendar days notice prior to assigning such employee to modified duty. Such employee may present information to the Chief for his/her consideration that the modified duty assignment will result in an undue hardship to the employee and/or family circumstances of the employee, and the Chief may, after considering such information, change such assignment. Any such change will not require another seven days prior notice

ARTICLE XVI

Notification To Employees Removed From The Payroll

The Department Head, on a form provided for the purpose, shall notify an employee, removed from the payroll, that payments for group life insurance, group accidental death and dismemberment insurance and group hospital, surgical and medical benefits shall be made directly to the proper governmental unit in accordance with Chapter 32B, Section 7, of the General Laws.

ARTICLE XVII

Reemployment Pay Treatment

A former employee of the Town who is reemployed in his former classification shall receive the salary attached to the step rate or maximum salary rate for the classification held at the time of separation.

ARTICLE XVIII

Physical Examinations

In order to deal constructively with the health of its employees in relation to their work, physical examinations by the Town shall be mandatory prior to employment, reemployment, reinstatement, and transfers or promotions to positions requiring appreciable more physical effort than the original position.

Periodic physical examinations by the Town shall be on a voluntary basis, but should be encouraged by department heads in order to provide preventive health measures for the benefit of the employee and the community. All employees hired after April 1, 1968, are subject to periodic physical reexaminations including chest x-ray examinations and such periodic examinations to be set by the Human Resources Board or Board of Selectmen.

After extended periods of absence due to prolonged illness or serious accident, a physical examination by the Town may be required at the discretion of the Department head, before or at the time of returning to work.

ARTICLE XIX

Grievance Procedure

- (a) A grievance for purposes of this Agreement is a written dispute, claim or complaint arising under the terms of this labor Agreement. It may be filed by either the Union or an employee in the bargaining unit. Grievances are limited to matters of interpretation or application of the contract.
- (b) Any other disputes between an employee and his supervisors arising out of an exercise of administrative discretion by such supervisor(s), except those that would properly be under the jurisdiction of the Civil Service Commission or other duly established appeal board, may be processed according to the Grievance Procedure authorized by Section 13 of the Human Resources Bylaw.
- (c) The employee's grievance must contain a statement of the claim and the relief requested. Copies of the grievance shall be presented to the Fire Chief and the Secretary of the Human Resources Board on the same day.
- (d) Grievances shall be settled in the following manner:

Step I. The employee involved shall, with or without Union representation (but with the right of a Union Representative to be present at any grievance conference) submit his grievance, in writing, to the Fire Chief no later than the later of either of the following two dates: (a) within twenty (20) calendar days of the occurrence of the facts giving rise to the grievance, or (b) within twenty (20) calendar days of the date as of which either the employee or any Union officer gained knowledge of

the facts giving rise to the grievance, whichever of these dates first occurs. The Chief must render his decision in writing within seven (7) calendar days after the receipt of the grievance unless it is mutually agreed by the participants that additional time to answer will be allowed.

Step II. If the grievance has not been settled at Step I, it must be presented in writing to the Secretary of the Human Resources Board within ten (10) calendar days after the Step I response is received. The Human Resources Board must render its decision in writing within fourteen (14) calendar days after receipt of the grievance by the Secretary unless it is mutually agreed by the participants that additional time to answer be allowed.

Step III. If the grievance has not been settled at Step 2, it may be submitted to arbitration in the following manner. The Town or the Union, whichever party desires arbitration, shall serve written notice thereof upon the other party within fourteen (14) calendar days after the Step 2 response is

received. The parties shall then mutually designate an arbitrator to hear the case. If no such mutual designation is made within seven (7) days after the service of the written notice either party may request the American Arbitration Association to designate an arbitrator in accordance with its then applicable rules and regulations except that no such request may be made after 30 days of the service of the written notice to arbitrate. It shall be the obligation of the arbitrator to make his best effort to rule on cases heard by him within fifteen (15) days after the hearing. The arbitration decision shall be final and binding.

The arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement. In the event that a case is appealed to an arbitrator and on which he finds he has no power to rule, the case shall be referred back to the parties without decision or recommendations on its merits.

The expenses of the arbitrator shall be shared equally by the parties. Each side shall pay the cost of the preparation and presentation of its own case.

ARTICLE XX

No Strikes

- (a) The term "strike", wherever used in this Agreement, shall be deemed to include any strike, sitdown, slowdown, or any other work stoppage, or concerted refusal to perform normal work duties on the part of any employee covered by this Agreement.
- (b) The Union agrees that there shall be no strike during the term of this Agreement.
- (c) 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 Union shall, upon the occurrence of such strike and upon the request of the Employer, 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 Union 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 paragraph to be sent by the Union to the employees involved in any such strike, shall be given simultaneously by the Union to the Employer.

In any event, the Employer 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 XXI

Health and Safety

The Fire Department and the Union shall cooperate fully in matters of safety, health and sanitation affecting the employees.

The Town and the Union agree to create a Study Committee of four (4) members from each side, meeting at least once per month starting in 2005, to submit a report to each side by May 1, 2006 on the following two topics: (1) limited duty; (2) the presumption of causation regarding heart, lung, cancer and contagious diseases.

ARTICLE XXII

Bulletin Board

The Town agrees to put a bulletin board in each fire station for the posting of any and all notices pertaining to this Agreement and any actions taken under its provisions. The posting of all notices must be approved by the Chief, such approval not to be unreasonably withheld.

ARTICLE XXIII

Sole Bargaining Agent

The Employer agrees that it will not enter into any individual or collective agreement with any employee covered by this Agreement which is contrary to this Agreement.

ARTICLE XXIV

Firearms Restriction

No employee covered by this Agreement shall be made to carry firearms of any type at any time while on duty.

ARTICLE XXV

Changes of Tours of Duty

Employees covered by this Agreement shall be allowed to swap tours of duty with other employees, subject only to the Department Chief's approval that the replacement is fully qualified, which approval will not be unreasonably withheld. No one employee shall be allowed to swap more than three (3) tours of duty in any one month; and in no event shall he be allowed to swap three (3) consecutive tours of duty except in exceptional circumstances with the special approval of the department Chief. Tours worked as a result of a "swap" shall not be compensated for by the Town nor shall the hours so worked be considered in the computation of overtime.

ARTICLE XXVI

Minimum Manning

The minimum on duty complement on each fire company, including the Quint apparatus, during each tour of duty shall be one permanent or acting officer and three firefighters subject to usual past exceptions.

A firefighter who either fails to report for roll call or who fails to provide the Department with notice of his attendance intentions prior to roll call, shall for purposes of the preceding paragraph of this Article XXVI, be counted as present until it is established whether he will or will not be present.

Within the limits of the number of officers actually on duty during each tour, it is the intent of the parties that there be a minimum of one permanent officer on duty in each fire station whether it be a single or a double company station. It is understood that this article will not result in additional recalls for personnel of any rank. However, if recalls are necessary due to minimum manning the presence of a permanent officer in each station shall not be a reason for failing to call an officer back if one would otherwise be called back in accordance with Article VII.

ARTICLE XXVII

General Orders Relative to Working Conditions

Prior to the issuance of any department wide general order which would effect a change in established working conditions covered by this contract, the Town will give the Union notice thereof and afford the Union an opportunity to discuss the same, it being expressly understood and agreed that the foregoing does not prevent the Town from thereafter putting such general order into effect without the Union's agreement.

Nothing contained in this article shall be deemed to authorize the Town to unilaterally change any of the terms and conditions of employment set forth in this Agreement.

ARTICLE XXVIII

Agency Service Fee

- (a) Effective July 1, 1983 employees who are in the bargaining unit represented by Local 950, International Association of Firefighters, and who are not members of said Local shall be required to pay said Local an agency service fee in the amount of \$13.50 per month as a condition of continued employment provided that the conditions of Section 1 of Chapter 463, Acts of 1970 have been complied with.
- (b) The collection of the agency service fee shall be the responsibility of Local 950, except that the Town will deduct the fee from the wages of any employee who executes an appropriate deduction card.
- (c) No action shall be taken by the Town against any employee who fails to pay an agency service fee except upon specific written complaint by Local 950. If any employee brings suit against the Town by reason of the application of this Article, and if it is determined by the appropriate court or administrative agency, that the employees rights had been violated thereby, the Local will indemnify and save the Town harmless against any money award or judgment rendered in favor of the employees, but not for any attorney's fees or legal expenses incurred by the Town in defense of such action.
- (d) Firefighters employed by the Fire Department on or before April 1, 1973 shall not be required to pay the agency service fee except that those employees who are dues paying members of the Local on April 1, 1973 and whose membership in said Local is thereafter terminated, whether voluntarily or involuntarily, shall be required to pay the agency service fee.

ARTICLE XXIX

Savings Clause

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

In any 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 XXX

Personnel Files

No material derogatory to a permanent employee's conduct, service, character, or personality will be placed in the personnel file maintained by the Chief unless the employee is given an opportunity to review the material. The employee will acknowledge that he has had such opportunity by affixing his signature to the copy of such material provided that if the opportunity is not availed of, the material shall be placed in his personnel file without such written acknowledgement.

By affixing his signature to such material, the employee in no way indicates his agreement with the contents thereof. Such employee will also have the right to submit a written answer to such material and his answer shall be reviewed by the Chief and attached to the file copy.

ARTICLE XXXI

Labor/Management Committee

- (a) In order to provide a means for continuing communications between the parties and for promoting a climate of constructive employee relations, a Labor/Management Committee shall be established consisting of the Fire Chief, the Human Resources Director, the Human Resources Board and the Executive Board of Local 950.
- (b) The Committee shall meet at least once each calendar quarter. Such meeting shall not be for the purpose of discussing pending grievances or for the purpose of conducting negotiations on any subject. The topics discussed shall relate to the general application of this Agreement and to other matters of mutual concern including improvement of Employer/Employee relations and improvement of productivity.

ARTICLE XXXII

Physical Fitness

The Town and the Union agree that there should be physical fitness standards and an on duty physical fitness program for members of the bargaining unit. The formulation of the specific standards and program shall be determined by the Labor/Management Committee established herein. It is understood by the parties that the physical fitness standards are not intended by the Town to be a cause for layoff or retirement, or to affect promotions of the members of the bargaining unit.

After formulation of the physical fitness standards as determined above, the Committee will then set the procedures for determining if the standards are being met and establish a suitable on duty physical fitness program designed to develop and or maintain fitness.

The physical fitness program should provide for a minimum of two levels - one that can be safely performed by firefighters without physical exam and a second level that should be performed only after physical exam.

The physical fitness standards and the program(s) resulting therefrom shall in no way modify or amend any of the provisions of the Labor Agreement between the parties.

In the event that the Labor/Management Committee is unable to have standards and an on duty physical fitness program established and operating by January 1, 1981, a third party shall be asked to hear the facts and establish standards and a program based thereon.

If the Labor/Management Committee cannot agree on a third party, the Dean of Boston University's Sargent College of the Allied Health Professions in consultation with the Dean of Boston University's School of Medicine shall be asked to serve as or appoint a qualified third party.

If a third party cannot be obtained as above, the American Arbitration Association shall be asked to appoint a qualified third party.

The fees and expenses of third parties shall be shared equally by the Town and the Union.

ARTICLE XXXIII

Performance Evaluations

The Town and the Union agree that there will be periodic written performance evaluations for all firefighters. The specific evaluation procedures, performance standards, review and appeal procedures, forms, guidelines, mechanics, training, etc., shall be determined by the Labor/Management Committee established herein. The performance evaluations shall, after not more than two evaluation periods, show a distribution of evaluations. If not, the evaluation system will be renegotiated. Whatever program is agreed upon by the Committee shall be implemented on or before January 1, 1981. In the event the Labor/Management Committee is unable to agree upon a program, a third party (to be selected by the Labor/Management Committee) shall be asked to arbitrate the differences. The third party selected under this Article should have knowledge and experience concerning performance evaluation review systems and their applications to municipal fire departments. The performance evaluation system as finally determined hereunder shall in no way modify or amend any of the provisions of the Labor Agreement between the parties.

ARTICLE XXXIV

Affirmative Action

- (a) The Town and the Union agree to continue the program of non-discrimination against employees covered by this Agreement on account of race, religion, creed, color, national origin or sex.
- (b) The Town and the Union agree that if the effects of employment practices, regardless of their intent, discriminate against any group of people on the basis of race, religion, creed, color, national origin or sex, then specific positive and aggressive measures must be taken to eliminate discrimination and to ensure equal opportunity.
- (c) The Town and the Union agree that in order to adhere to the Town's Agreement with the Massachusetts Commission Against Discrimination dated October 31, 1977 concerning utilization of goals for minorities and women on the Town workforce that there is a need for a positive and workable affirmative action program.
- (d) The Labor/Management Committee established pursuant to this agreement shall give priority to the area of affirmative action. The Committee, in cooperation with the Human Relations Youth Resources Commission, shall review affirmative action programs and shall devote its best efforts to alleviating any obstacles that are found to exist to the implementation of the Town's approved affirmative action plans.

ARTICLE XXXV

Group Insurance

Effective July 1, 2004, or as soon as practicable thereafter, the Town may provide group health insurance through a single carrier, Blue Cross Blue Shield, for eligible employees, with no changes in existing co-payments or riders.

The Town will pay 75% of the premium cost for such plans and each participating employee shall pay 25%.

The Town shall continue to provide at no cost to employees a premium only cafeteria plan under the provisions of Section 125 of the Internal Revenue Code so that employees may pay their share of group health and life insurance premiums on a pre tax basis.

The Town shall continue to provide medical reimbursement and dependent care flexible spending accounts. Monthly charges for these accounts will be paid by those employees who wish them.

The Town shall continue to provide group life insurance in the amount of \$5,000. The Town shall pay 75% of the premium for group life insurance and the employees shall pay 25%.

ARTICLE XXXVI

Use Of Recreational Facilities

Members of the bargaining unit shall be entitled to the use of Town of Brookline recreational facilities on a free or reduced fee basis to promote health and fitness, subject to approval by any Town administrative agencies involved.

The usual rules and regulations pertaining to the use of such facilities shall be observed.

The Union and the Town shall work out the details of this program as soon as possible.

ARTICLE XXXVII

Combined Dispatch

The Town plans to combine the dispatching and call-taking operations for Police, Fire, and EMS into a Public Safety Dispatch Operation (PSDO) to be housed in a single facility. The parties understand and agree that the Town plans to run the PSDO with civilian personnel in the police department. The Town acknowledges that the civilian call-taker/dispatcher positions in the new PSDO facility will be civil service positions. The Town intends to call the new civilian call-takers/dispatchers "Fire and Police Signal Operators." The Town will seek and advocate civil service transfers for civilian Fire Alarm Operators who accept positions as Fire and Police Signal Operators. The parties agree that the PSDO will be implemented some time in the future. By engaging in the present negotiations relative to the creation and implementation of the PSDO, the parties acknowledge and agree that they have bargained the impacts associated with this change.

When the Town implements its PSDO system, and not before, the position of civilian Fire Alarm Operator will be eliminated. The Town agrees to provide the union with notice prior to implementation and to offer each of the then incumbent civilian Fire Alarm Operators a position as a Fire and Police Signal Operator in the new PSDO facility. The parties agree that prior to implementation of the new PSDO, the Town may train those Fire Alarm Operators who accept such offers. The parties further agree that such training may result in schedule and/or shift changes for Fire Alarm Operators.

The Fire Chief will appoint a 6 person Advisory Committee to assist with the design, planning, implementation and operation of the new PSDO. One of the six members may be named by Local 950.

ARTICLE XXXVIII

Decontamination Unit

Effective July 1, 2002, the Town has the right to implement the Decontamination Unit provided by the Massachusetts Emergency Management Agency and the Massachusetts Department of Fire Services in accordance with this provision. The Town agrees that when it deploys the MDU within the Town of Brookline, that it will assign four (4) trained firefighters one of whom may also be assigned to tow the MDU to the site. It is understood that the Town may assign firefighters who are already on duty to the MDU assignment. However, if the MDU is deployed outside of Brookline, the Town may choose to provide only a transport vehicle with one operator to the recipient community if that community has sufficient available trained personnel to operate the MDU.

If the Town operates the MDU outside of Brookline for the recipient community, it will use four (4) trained firefighters (one of whom may be assigned to tow the MDU to the site) in the same manner that the Town provides other mutual aid. Firefighters who are injured in the line of duty outside of Brookline will have the same protection as injured firefighters on other mutual aid assignments.

ARTICLE XXXIX

Sick Leave Reduction Incentive Plan

Eligible employees are authorized to cash in annually, at 50% of the employee's base pay, the following number of sick leave days provided that the fire department average sick leave use is 4.0 tours or less in the calendar year:

<u>Number of Sick Leave Tours Taken by Employee</u>	<u>Number of Tours That May Be Cashed In</u>
0-1 tours	2
2-3 tour	1
(A tour is 24-hours)	

If the department average sick leave use exceeds 4.0 tours in any calendar year, no sick leave days may be cashed in. Days used for injured on duty or Family Medical Leave, as determined by the Town's FMLA policy shall not be factored into the average sick leave.

ARTICLE XXXX

Miscellaneous

- (a) Mandatory Notification. Effective upon ratification, February 21, 2012, all employees are required to notify the Chief or his/her designee within 24 hours or prior to the start the employee's next tour of duty (including any regular tour, swap tour, overtime tour, or other tour), whichever is earlier, of such employee:
- Having his/her driver's license suspended or revoked,
 - Being under a court order that would or could limit the employee in the performance of his duties such as a temporary restraining order or preliminary injunction.

The Chief may direct such employee to provide additional information related to such notification.

ARTICLE XXXXI

Term of Agreement

This Agreement shall take effect as of July 1, 2009 and shall continue through June 30, 2012 and shall automatically renew itself from year to year thereafter unless either party hereto shall, at least sixty (60) days prior to June 30, 2012, or at least sixty (60) days prior to the expiration of any yearly period thereafter, give to the other party, notice, in writing, of its intention to modify or terminate this Agreement. Within fifteen (15) days of receipt of such notification by either party, a conference shall be held between the Town and Union officers for the purpose of such amendment or modification. Where timely notice has been given by either party, the provisions of this Agreement shall remain in effect until such time as a new agreement has been reached.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the day and year first above written.

TOWN OF BROOKLINE

LOCAL 950, INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS, AFL-CIO

By Betsy DeWitt
Chairman, Board of Selectmen

By Shawn Feay
President

[Signature]
Human Resources Director

Bryan Murphy
Vice-President

Paul D. Ford
Fire Chief

Jan G. Clator
Secretary-Treasurer

[Signature]
Pension & Welfare Officer

APPENDIX A

Paid Detail Compensation Schedule

Employees assigned to paid details shall be paid in accordance with the following schedule (or as the same shall be amended from time to time by the Board of Selectmen) with a four (4) hour minimum; for details worked in excess of eight (8) hours but less than ten (10) hours, a ten (10) hour minimum shall apply. For details worked in excess of ten (10) hours but less than twelve (12) hours, a twelve (12) hour minimum shall apply.

Private Details

		<u>Eff 9/1/99</u>	<u>Eff. 1/1/01</u>	<u>Eff.7/2/07</u>	<u>Eff. 5/28/08</u>
Firefighter	\$25.00 /hr	\$30.00 /hr	\$31.00 /hr	\$40.00 /hr	\$42.00 /hr
Fire Lieutenant	\$30.00 /hr	\$35.00 /hr	\$36.00 /hr	\$45.00 /hr	\$47.00 /hr
Captain	\$35.00 /hr	\$40.00 /hr	\$41.00 /hr	\$50.00 /hr	\$52.00 /hr
Deputy Chief	\$40.00 /hr	\$45.00 /hr	\$46.00 /hr	\$55.00 /hr	\$57.00 /hr

Officers shall be eligible to work details at the firefighter rate on the same basis as all other firefighters. When three or more firefighters are assigned on detail on a single job site, an officer shall be assigned and shall be paid at the appropriate officer rate. Such officer details shall be counted as a regular detail for purposes of distribution of details.

Town Details

Town Details shall be paid at straight time except when the hours so worked are in excess of a normal tour of duty worked in any day or in excess of a scheduled workweek worked in any payroll week in which case time and one-half shall be paid.

Officers shall be assigned to town details on the same basis as they are assigned to private details.

APPENDIX B

1. Employee Salary Schedule

<u>Grade</u>	<u>Date</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Senior Step</u>
F-1	7/1/2010	\$20.8797	\$22.0972	\$23.3145	\$24.5319	\$25.7585
	7/1/2011	\$21.1928	\$22.4286	\$23.6642	\$24.8998	\$26.1448

Firefighter

<u>Grade</u>	<u>Date</u>	<u>Flat Rate</u>	<u>Senior Step</u>
F-2	7/1/2010	\$29.4019	\$30.8720
	7/1/2011	\$29.8429	\$31.3350

Fire Lieutenant

<u>Grade</u>	<u>Date</u>	<u>Flat Rate</u>	<u>Senior Step</u>
F-3	7/1/2010	\$34.3690	\$36.0875
	7/1/2011	\$34.8845	\$36.6287

Fire Captain

<u>Grade</u>	<u>Date</u>	<u>Flat Rate</u>	<u>Senior Step</u>
F-4	7/1/2010	\$40.1810	\$42.1901
	7/1/2011	\$40.7837	\$42.8229

Fire Deputy Chief

Note: Holiday pay shall be one-fifth (1/5th) of the employee's regular weekly salary in addition to his regular pay for the day. Holiday pay shall be paid on a weekly basis, subject to a full day's pay (1/5 of regular weekly salary) reduction in the week of a holiday when a firefighter does not work the holiday because he is on sick leave.

Effective June 30, 2006, all firefighters receive an additional 1/4.35 of a week's pay for each paid holiday unless they are scheduled to work the holiday and fail to do so. Holiday pay shall be paid on a weekly basis, subject to a full day's pay (1/4.35 of a week's pay) reduction in the week of a holiday when a firefighter does not work the holiday because he is on sick leave.

Salary differentials at maximum salary between ranks shall be as follows: Firefighters to Fire Lieutenant - 20%; Fire Lieutenant to Fire Captain - 17%; Fire Captain to Deputy Fire Chief - 17%.

Senior Steps effective July 1, 2010:

<u>RANK</u>	Senior Step for Employees with 20 or More Years of Service in the Bargaining Unit
F-1 (Firefighter) with 20 years of service or more	5% per hour over firefighter max in Appendix B.1
F-2 (Fire Lieutenant) with 20 years of service or more	5% per hour over Lieutenant rate in Appendix B.1
F-3 (Fire Captain) with 20 years of service or more	5% per hour over Captain rate in Appendix B.1
F-4 (Fire Deputy Chief) with 20 years of service or more	5% per hour over Fire Deputy Chief rate in Appendix B.1

Senior Steps shall not be considered in determining rank differentials.

Such senior steps shall not be considered in calculating Night Differential, Emergency Medical Technician Pay, and Hazardous Materials Stipends or any other pay or stipend that is based upon the maximum base salary of a firefighter.

Effective June 30, 2012, for all bargaining unit members with 20 years or more of service in the bargaining unit, Night Differential, Emergency Medical Technician Pay, and Hazardous Materials Stipends or any other pay or stipend that is based upon the maximum base salary of a firefighter shall be based on the firefighter maximum base for firefighters with 20 or more years

2. Minimum Salary and Step Increases For Firefighters

The minimum salary for firefighters upon appointment shall be 15% below the current maximum salary. The maximum shall be attained by three equal steps payable on July 1 of each year to the firefighters permanently or provisionally employed as of December 1 of the previous year.

3. Educational Incentive Pay

Firefighters who are studying for or who have earned the Associate Degree in the field of fire science shall be paid additional compensation at the rate of two-hundred and seventy-five dollars (\$275.00) per year for each twenty-five percent (25%) of the credits earned towards the Associate Degree as of July 1.

Effective July 1, 2008 firefighters who have earned an Associate's degree in Fire Science shall receive an education incentive of \$2,500 per year. Effective July 1, 2008, firefighters who have earned a Bachelor's degree in Fire Science, Fire Administration, or Public Administration shall receive an education incentive of \$5,000 per year. Firefighters are eligible for only one education incentive per year.

Such payment shall be lump sum in nature and shall be rendered as soon as practicable after July 1.

The responsibility for obtaining such necessary documentation as the Department may require shall be the responsibility of individual firefighters.

Effective February 21, 2012, employees seeking additional compensation in accordance with this section for credits earned on or after February 21, 2012, must present evidence that such credits

are from NEASC accredited colleges or universities. Effective February 21, 2012, employees seeking education incentive in accordance with this section for a degree awarded on or after February 21, 2012 must present evidence that such degree is from a NEASC accredited college or university. Employees who were matriculated at Columbia Southern University (CSU) in a degree program on or before February 21, 2012, shall be entitled to benefits under this Section 3 without regard to the NEASC accreditation status of CSU. However, no employees hired on or after February 21, 2012 and no employees who were hired before February 21, 2012 who were not matriculated in CSU on or before February 21, 2012 shall be eligible for benefits under this Section 3 for credits and/or degrees earned at CSU.

4. Transitional Career Incentive Pay

- (a) Firefighters employed by the Brookline Fire Department on or before April 1, 1973 and who are not eligible or who elect not to receive educational incentive pay shall be paid career incentive pay for service in the Brookline Fire Department as of July 1 as follows: for 10 to 15 years service - \$300 per year; for 15 to 20 years service - \$400 per year; for 20 or more years service - \$500 per year.
- (b) In the event of retirement or death prior to July 1 of any year the Transitional Career Incentive Pay shall be prorated and the firefighter shall receive that percent of the full allowance as his service in the twelve months preceding July 1 bears to a full year.
- (c) Such payments, other than in section (b) above, shall be lump sum in nature and shall be rendered on any reasonable date after July 1 as may be requested by Local 950.

5. Working Out Of Classification

When a vacancy in the Fire Suppression Force is expected to last two (2) weeks or more, but less than thirty (30) days, and a promotional list for the classifications involved exists, the Chief will fill the vacancy with the employee in the group where the vacancy occurs who has the highest standing on the promotion list within such group. After application of the current contract, the Employer will undertake the requisite Department of Personnel Administration (DPA) procedures to establish the fill-in as a "temporary" officer and the involved employees will be treated as such for all purposes. No assignment under this section shall be construed as a promise or guarantee of selection for permanent promotion. When no such list exists or when the vacancy is not expected to last two (2) weeks or more, the current practice of assigning temporarily the senior most interested employee in the group, within the station in which the vacancy arises, will continue.

Nothing in this section shall be construed to limit in any way the right of the Chief to assign the Deputy Chiefs in charge of Training and Fire Prevention to fill vacancies in the Fire Suppression Force prior to utilizing these procedures.

6. Night Differential

Effective July 1, 2007 employees regularly scheduled to work night tours of duty (6:00 P.M. - 8:00 A.M.) shall receive a night differential, in addition to their regular pay of 6.75% of the then current weekly maximum base pay of the firefighter classification paid weekly. Effective July 1, 2008, the night differential is increased to 7.0% of the then current weekly maximum base pay of the firefighter classification. The night differential is not to be included in the computation of any overtime payments.

7. **Longevity**

Firefighters with the following years of continuous service with the Town as of July 1st shall be paid a longevity payment according to the following schedule:

<u>Effective July 1, 2008</u>		<u>Effective July 1, 2009</u>	
10-15 years	\$450	10-15 years	\$500
15-20 years	\$600	15-20 years	\$650
20-30 years	\$750	20-30 years	\$800
30+ years	\$950	30+ years	\$1,000

Such payments shall be lump sum in nature and shall be rendered to all eligible as soon as possible after July 1st unless the Union requests another date. The term "service" excludes any periods of emergency service under the provision of Mass. General Laws, Chapter 31.

8. **Emergency Medical Technician Pay**

Authorized employees shall receive annually additional compensation for possessing certification as Emergency Medical Technicians. The amount of additional annual compensation shall be 5% of the current maximum base pay of the firefighter classification. Effective July 1, 2005, the amount of additional compensation for possessing certification as Emergency Medical Technicians will be 5.625%. The authorized number of EMTs each year shall be increased by five (5) EMTs each year with no limit on the total number of EMTs.

Effective July 1, 2010, the amount of additional compensation for possessing certification as an Emergency Medical Technician will be 6.0% of the current maximum base pay of the firefighter maximum excluding the senior step added by the July 1, 2009 – June 30, 2012 Memorandum of Agreement.

The Employer will pay employees and/or on their behalf for initial Emergency Medical Technician certification training, (including the cost of tuition, books, fees and for overtime, at the rate of time and one-half the employee's applicable straight time rate, for all off duty hours spent by employees in attending required training sessions necessary to acquire Emergency Medical Technician initial certification).

The Employer will continue the practice of providing E.M.T. recertification instruction for employees at the Fire Department Training Academy and allowing employees to attend such instructional sessions while such employees are on duty.

The E.M.T. compensation provided by this Section will be rendered annually in the first payroll period of July. Receipt of such pay shall obligate the recipient to maintain his E.M.T. certification for the following twelve (12) months. Failure to do so shall be cause for the Town to recover a prorated share of the additional compensation.

This provision shall be null and void if the Town elects to discontinue Fire Department participation in the Emergency Medical Services System.

9. **Temporary Assignment of Aides**

When, in the opinion of the Chief, firefighters are temporarily required as Aides to the Chief or Deputy Chief due to unusual needs occasioned by major fires, severe snow storms, etc., firefighters shall be called back to duty for such purpose and will be paid at an Aide overtime rate.

(\$34.81 for the period of 7/1/06 to 12/31/06, \$35.15 for the period 1/1/07 to 6/30/07, \$35.85 for the period 7/1/07 to 6/30/08, \$36.56 for the period 7/1/08 to 12/31/08, \$36.92 for the period 1/1/09 – 6/30/09, \$37.29 for 7/1/10 – 6/30/2011, \$37.85 for 7/1/11 – 6/30/12).

In making call backs for Aide assignments, the Chief may select individuals based on experience, response time, etc. without regard to the regular call back list.

10. Defibrillator Pay

The Town and Union agree that the base wages for all employees incorporate compensation for Defibrillator Pay and, therefore, no separate stipend shall be provided.

11. Hazardous Materials Stipend

Effective July 1, 2002, firefighters who acquire and maintain training in hazardous materials at the First Responder/Operations level shall receive an annual stipend of two hundred dollars (\$200). Effective July 1, 2003 this stipend will increase to four hundred dollars (\$400) per year. (Such hazardous materials stipend will be treated in the same manner as the EMT stipend.)

Effective July 1, 2004, the hazardous materials stipend shall be six hundred and fifty (\$650) per year.

Effective on June 30, 2006, the hazardous materials stipend shall be converted to a percentage of 1.331% of firefighter maximum. The Union shall agree in writing that it will not propose a change in the percentage in FY07, FY08, or FY09.

12. Tuition Reimbursement

Effective July 1, 2008, the Town will establish and administer a tuition reimbursement fund of ten thousand dollars (\$10,000) per fiscal year for employees represented by the bargaining unit who have been employed by the Town in the bargaining unit for at least one year. Unused funds shall not be carried over into subsequent fiscal years.

The fund shall be used to reimburse employees represented by the bargaining unit for job-related courses toward degrees in Fire Science, Fire Administration, and Public Administration and, effective July 1, 2011, Registered Nurse. The Town will establish three application deadlines (one deadline for each of the following semesters: fall, spring, and summer). Employees will be reimbursed for actual tuition expended in courses pre-approved by the Town provided the employee receives a "C" or better grade or a "pass" in a course only offered on a pass/fail basis. Such reimbursement is subject to a limit of \$1,000 per employee per fiscal year up to the fund maximum of \$10,000 per fiscal year. Employees will provide copies of paid receipt(s) and official transcript(s) with the grade(s) earned to receive reimbursement. In the event there are more applicants seeking approval for course reimbursement than there are funds available, decisions will be made on a the basis of seniority in the bargaining unit provided that the employee has applied by the application deadline.

Effective upon the date of ratification, February 21 2012, tuition reimbursement will be limited to tuition from colleges and universities accredited by the New England Association of Schools and Colleges (NEASC) shall be eligible for reimbursement pursuant to this Section 12, except that employees matriculated in degree programs at Columbia Southern University (CSU) on or before February 21, 2012 shall continue to be eligible for tuition reimbursement until such employee completes the degree program at such institution or is no longer matriculated at such institution."

APPENDIX C

GROUP AND TOUR ROTATING WORK SCHEDULE

Brookline Fire Department
24 Hour Tour - 42 Hour Per Week Work Schedule

	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.	Sun.
Week 1	1	2	3	4	1	2	3
Week 2	4	1	2	3	4	1	2
Week 3	3	4	1	2	3	4	1
Week 4	2	3	4	1	2	3	4
Revert to 1st Week							

APPENDIX D

Certification of Health Care Provider
(Family and Medical Leave Act of 1993)
Administration Wage and Hour Division

U.S. Department of Labor
Employment Standards

(When completed, this form goes to the employee, Not to the Department of Labor.)
0181

OMB No.: 1215-

Expires: 07/31/07

1. Employee's Name
(employee)

2. Patient's Name (If different from

3. Page 4 describes what is meant by a "serious health condition" under the Family and Medical Leave Act. Does the patient's condition ¹ qualify under any of the categories described? If so, please check the applicable category.

(1)_____ (2)_____ (3)_____ 4)_____ (5)_____ (6)_____, or None of the above.

4. Describe the medical facts which support your certification, including a brief statement as to how the medical facts meet the criteria of one of these categories:

5. a. State the approximate date the condition commenced, and the probable duration of the condition (and also the probable duration of the patient's present incapacity² if different):

b. Will it be necessary for the employee to take work only intermittently or to work on a less than full schedule as a result of the condition (including for treatment described in Item 6 below)?

If yes, give the probable duration:

c. If the condition is a chronic condition (condition #4) or pregnancy, state whether the patient is presently incapacitated² and the likely duration and frequency of episodes of incapacity²:

¹ Here and elsewhere on this form, the information sought relates only to the condition for which the employee is taking FMLA leave.

² "Incapacity," for purposes of FMLA, is defined to mean inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefor, or recovery therefrom.

-
6. a. If additional treatments will be required for the condition, provide an estimate of the probable number of such treatments.

If the patient will be absent from work or other daily activities because of treatment on an intermittent or part-time basis, also provide an estimate of the probable number of and interval between such treatments, actual or estimated dates of treatment if known, and period required for recovery if any:

- b. If any of these treatments will be provided by another provider of health services (e.g., physical therapist), please state the nature of the treatments:
- c. If a regimen of continuing treatment by the patient is required under your supervision, provide a general description of such regimen (e.g., prescription drugs, physical therapy requiring special equipment):

-
7. a. If medical leave is required for the employee's absence from work because of the employee's own condition (including absences due to pregnancy or a chronic condition), is the employee unable to perform work of any kind?

b. If able to perform some work, is the employee unable to perform anyone or more of the essential functions of the employee's job (the employee or the employer should supply you with information about the essential job functions)? If yes, please list the essential functions the employee is unable to perform:

- c. If neither a. nor b. applies, is it necessary for the employee to be absent from work for treatment?

8. a. If leave is required to care for a family member of the employee with a serious health condition, does the patient require assistance for basic medical or personal needs or safety, or for transportation?

b. If no, would the employee's presence to provide psychological comfort be beneficial to the patient or assist in the patient's recovery?

c. If the patient will need care only intermittently or on a part-time basis, please indicate the probable duration of this need:

Signature of Health Care Provider

Type of Practice

Address

Telephone Number

Date

To be completed by the employee needing family leave to care for a family member:

State the care you will provide and an estimate of the period during which care will be provided, including a schedule if leave is to be taken intermittently or if it will be necessary for you to work less than a full schedule:

Employee Signature

Date

A "Serious Health Condition" means an illness, injury impairment, or physical or mental condition that involves one of the following:

1. Hospital Care

Inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity² or subsequent treatment in connection with or consequent to such inpatient care.

2. Absence Plus Treatment

(a) A period of incapacity² of more than three consecutive calendar days (including any subsequent treatment or period of incapacity² relating to the same condition), that also involves:

(1) Treatment³ two or more times by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under orders of, or on referral by, a health care provider; or

(2) Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment⁴ under the supervision of the health care provider.

3. Pregnancy

Any period of incapacity due to pregnancy, or for prenatal care.

4. Chronic Conditions Requiring Treatments

A chronic condition which:

(1) Requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider;

(2) Continues over an extended period of time (including recurring episodes of a single underlying condition); and

(3) May cause episodic rather than a continuing period of incapacity² (e.g., asthma, diabetes, epilepsy, etc.).

5. Permanent/Long-term Conditions Requiring Supervision

A period of Incapacity² which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.

6. Multiple Treatments (Non-Chronic Conditions)

Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of Incapacity² of more than three consecutive calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), and kidney disease (dialysis).

This optional form may be used by employees to satisfy a mandatory requirement to furnish a medical certification (when requested) from a health care provider, including second or third opinions and recertification (29 CFR 825.306).

Note: Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number.

³ Treatment includes examinations to determine if a serious health condition exists and evaluations of the condition. Treatment does not include routine physical examinations, eye examinations, or dental examinations.

⁴ A regimen of continuing treatment includes, for example, a course of prescription medication (e.g., an antibiotic) or therapy requiring special equipment to resolve or alleviate the health condition. A regimen of treatment does not include the taking of over-the-counter medications such as aspirin, antihistamines, or salves; or bed-rest, drinking fluids, exercise, and other similar activities that can be initiated without a visit to a health care provider.

Public Burden Statement

We estimate that it will take an average of 20 minutes to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, Department of Labor, Room S-3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

DO NOT SEND THE COMPLETED FORM TO THIS OFFICE; IT GOES TO THE EMPLOYEE.

APPENDIX E



TOWN of BROOKLINE
Massachusetts

Certificate by Primary Care Physician or Associated Medical Professional, Treating Dentist, etc.
of Patient Inability to Work Due to Illness

_____ Date

To: Town of Brookline

Re: _____
Employee Name

-
1. This is to certify that I have consulted with the above individual on:
_____ at _____
Date(s) Please Enter Place (Office, Hospital, etc.) or by Telephone
 2. It is my medical opinion that he/she should be out of work due to:

Please State Nature of Illness
 3. The expected duration of the illness is _____ calendar days commencing
on _____
Date

Signature

Address

Please Print Name/Title

Telephone

I certify that the above is true.

Employee Signature

Date