LABOR AGREEMENT

between

THE TOWN OF BROOKLINE

and

LOCAL 1358, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

JULY 1, 2012 – JUNE 30, 2015

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AGREEMENT

This Agreement entered into this 1st day of July, 2012 by and between the TOWN OF BROOKLINE, hereinafter referred to as the "Employer" and LOCAL 1358, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, hereinafter referred to as the "Union" or "AFSCME", 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 working conditions for all employees, except those employed in the Selectmen's Office, the Human Resources Office, and the Purchasing Department, who are employed in the classifications listed below and who have six months or more of continuous service with the Town and who are regularly scheduled to work twenty (20) or more hours per week.

Pay Plan	Pay Grade	Unit A /Unit B
LABOR		
Carpenter and Laborer	LN-3	Unit A
Fire Apparatus Repairperson	LN-7	Unit A
Gardener Laborer	LN-2	Unit A
Highway Maintenance Craftsperson	LN-3	Unit A
Laborer	LN-1	Unit A
Mason	LN-3	Unit A
MEO I Laborer	LN-2	Unit A
MEO II	LN-3	Unit A
MEO II Yard Waste Truck	LN-5	Unit A
MEO III	LN-5	Unit A
Motor Equipment Repair Foreman W&S	LN-7	Unit A
Motor Equipment Repairperson	LN-6	Unit A
Painter Laborer	LN-2	Unit A
Park Maintenance Craftsperson	LN-3	Unit A
Pipe Layer Laborer	LN-2	Unit A
Sanitation Truck Supervisor	LN-5	Unit A
Storekeeper	LN-6	Unit B
Supervisor of Construction Trades	LN-7	Unit A
Traffic Systems Technician	LN-7	Unit A
Transfer Station Scale Operator	LN-3	Unit A
Utilities Craftsperson	LN-3	Unit A
Water Meter Reader	LN-3	Unit B
Water Meter Serviceperson	LN-3	Unit A
Water Works Serviceperson	LN-3	Unit A
Welder/Metal Fabricator	LN-7	Unit A
Working Foreman Highway	LN-6	Unit A
Working Foreman Motor Equipment Repair	LN-7	Unit A
Working Foreman Utilities	LN-6	Unit A
Zone Manager	LN-6	Unit A
Zone Manager-Forestry	LN-6	Unit A
BUILDING MAINTENANCE		
Building Custodian	MN-2	Unit B
Building Custodian-Recreation	MN-4	Unit B
House Worker	MN-1	Unit A
Maintenance Craftsperson	MN-3	Unit A
Senior Building Custodian	MN-4	Unit B

Pay Plan	Pay Grade	Unit A /Unit B
Senior Maintenance Craftsperson	MN-5	Unit A
Senior Maintenance Craftsperson/Electrician	MN-5	Unit A
GENERAL PAY PLAN		
Area Manager/Aquatic Director	GN-10	Unit B
Area Manager/Programs	GN-10	Unit B
Assistant Recreation Leader-Aquatics	GN-5	Unit B
Administrator/Lead Teacher	GN-7	Unit B
Assistant Superintendent of Golf	GN-7	Unit B
Assistant Teacher	GN-02	Unit B
Athletic Fields Supervisor	GN-9	Unit A
Backflow Prevention Technician	GN-8	Unit B
Bus Driver	GN-3	Unit A
Camp Director	GN-7	Unit B
Cemetery Supervisor	GN-9	Unit B
Division Foreman- Water	GN-13	Unit B
Electrical Inspector	GN-13	Non CS
Environmental Health Specialist	GN-8	Unit B
Facilities Assistant (formerly Rover)	Ungraded	Unit B
Foreman Fire Apparatus Repair	GN-10	Unit B
General Foreman-Highway	GN-13	Unit B
General Foreman-Park	GN-13	Unit B
Group Leader – COA	GN-2	Unit B
Head Golf Pro/Rink Manager	GN-8	Unit B
Housing Project Planner	GN-11	Unit B
Lead Teacher	GN-04	Unit B
Local Building Inspector	GN-12	Non CS
Mail Clerk	GN-1	Unit B
Meter Collector	GN-7	Unit B
Motor Equipment Repair Foreman – Hgwy	GN-11	Unit B
Office Manager-Police Records, Traffic & Parking	GN-8	Unit B
Park Ranger	GN-8	Unit B
Planner	GN-10	Unit B
Sr. Planner	GN-13	Unit B
Plumbing and Gas Inspector	GN-13	Non CS
Public Health Sanitarian	GN-11	Unit B
Recreation Activities Specialist	Ungraded	Unit B
Recreation Leader	GN-7	Unit B
Recreation Leader-Asst. Dir. Aquatics	GN-7	Unit B
Recreation Leader-Day Camps	GN-7	Unit B
Sanitation Foreman	GN-9	Unit B
Senior Public Health Inspector	GN-10	Unit B
Signal Maintainer	GN-8	Unit B
Supervisor of Mailing/Printing Services	GN-6	Unit B
Superintendent of Fire Alarm	Ungraded	Unit B
Superintendent of Golf	GN-13	Unit B
Teacher	GN-03	Unit B
Town Arborist	GN-13	Unit B
Traffic and Fire Alarm System Supervisor	GN-13	Unit B
Utilities Foreman	GN-9	Unit B
Water Meter Foreman	GN-8	Unit B
Water Service Inspector	GN-9	Unit B
CLERICAL PAY PLAN 1		
Accounting/Systems Assistant – DPW Administration	C-10	Unit B
Administrative Assistant – DPW	C-10	Unit B
Administrative Clerk – Town Clerk	C-5	Unit B

1 Executive Assistant Fire position to be removed as of April 17, 2013 ratification;
Executive Assistant Police position to be removed when the incumbent in the position as of April 1, 2013 vacates the position.

Pay Plan	Pay Grade	Unit A /Unit B
Administrative Head Clerk - Public Buildings	C-10	Unit B
Administrative Head Clerk – Planning & CD	C-10	Unit B
Administrative Head Clerk – Health and Human Services	C-10	Unit B
Bookkeeper/Accountant I – Building Inspectional Services	C-9	Unit B
Bookkeeper/Accountant I – Public Buildings	C-9	Unit B
Bookkeeper/Accountant I – Recreation	C-9	Unit B
Business Manager – DPW	Ungraded	Unit B
Buyer	C-9	Unit B
Code Development Secretary- Planning	C-4	Unit B
Conservation Assistant – DPW Park	C-8	Unit B
Data Controller – Information Technology	C-8	Unit B
Executive Assistant Police	C-10	Unit B
Senior Clerk – Fire Prevention	C-8	Unit B
Fiscal Officer	C-10	Unit B
Head Cashier – Treasurer	C-9	Unit B
Head Clerk – Police Administration	C-10	Unit B
Head Clerk – Police Traffic	C-9	Unit B
Head Clerk – Recreation	C-8	Unit B
Head Clerk – Veterans	C-8	Unit B
Principal Clerk – Assessors	C-8	Unit B
Principal Clerk – Town Clerk	C-7	Unit B
Recreation Reception/Sr. Clerk Typist	C-4	Unit B
Sr. Account/Audit Clerk – PSBO	C-7	Unit B
Sr. Account/Audit Clerk A – Comptroller	C-4	Unit B
Sr. Account/Audit Clerk B – Comptroller	C-5	Unit B
Sr. Account/Audit Clerk– PSBO	C-5	Unit B
Sr. Accounts Receivable Clerk	C-5	Unit B
Sr. Clerk Secretary – Planning & C.D.	C-8	Unit B
Sr. Clerk Typist – HR/YR	C-5	Unit B
Sr. Clerk Typist – Assessors	C-5	Unit B
Sr. Clerk Typist – Building	C-4	Unit B
Sr. Clerk Typist – Council on Aging	C-7	Unit B
Sr. Clerk Typist – DPW Water & Sewer	C-8	Unit B
Sr. Clerk Typist – Health Administration	C-4	Unit B
Sr. Clerk Typist – Health Inspections	C-4	Unit B
Sr. Clerk Typist – Police Records	C-4	Unit B
Sr. Clerk Typist – Police Traffic	C-5	Unit B
Sr. Clerk Typist – Purchasing	C-4	Unit B
Sr. Clerk Typist – Recreation	C-4	Unit B
Sr. Clerk Typist – Treasurer	C-4	Unit B
Sr. Clerk Typist (MLC) – Treasurer	C-5	Unit B
Sr. Clerk Typist (ZBA) – Town Clerk	C-6	Unit B
Sr. Clerk Typist/Cashier – Police Traffic	C-7	Unit B
Senior Office Assistant – DPW	C-5	Unit B

AFSCME agrees that the following public works positions are managerial positions and shall not be included in any AFSCME bargaining unit: Operations Manager(s), Fleet Supervisor(s).

AFSCME agrees that the following positions shall not be included in any AFSCME bargaining unit as they are managerial positions which do not share a community interest with positions in the bargaining unit: Environmental Health Supervisor(s), Chief Planner(s) and Assistant Assessor/Field Appraiser.

The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining, or make any agreement with any such group or individual for the purpose of undermining the Union or changing any condition contained in this agreement.

The Union shall be responsible for representing the interests of all the employees in the bargaining unit without discrimination and without regard to Union membership.

ARTICLE II - **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 are not subject to arbitration and shall remain exclusively 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 exclusively with the employer are the following: the right to hire; promote; transfer; the right, for just cause, to suspend; demote or 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. Subject to the provisions in the following sentences, the Town shall provide the Union with forty-five (45) calendar days' notice prior to contracting out work performed by employees represented by the Union. No notice is required for work that is currently being or has traditionally been performed by contractors. 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 management and establish and change work schedules as necessary.

ARTICLE III - **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 in the form attached and marked "Appendix A." The Employer will remit all sums deducted to the Treasurer of the Union together with a list of the employees from whom such dues have been deducted. Providing there is no equipment breakdown or personnel shortage, such remittance shall be made by the tenth day of the succeeding month.

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 IV - **Agency Service Fee**

a) Subject to the exceptions set forth below in paragraph four of the article, employees who are in the bargaining unit represented by Local 1358, AFSCME and who are not members of said Local shall be required to pay said Local a monthly agency service fee in the amount of 25¢ (twenty-five cents) per month less than the union's current regular membership dues as a continuing condition of 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 1358, 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 1358. The Local agrees to indemnify and save the Town harmless against all claims, demands, suits or other forms of liability which may arise by reason of any action taken pursuant to this article.

d) Emergency and temporary employees with less than six months of service shall not be required to pay the agency service fee.

e) The Town shall provide the Union with a quarterly listing of the names of new employees included in Unit A or Unit B.

ARTICLE V - **Union Representatives**

a) A written list of union stewards and other representatives shall be furnished to the Employer immediately after their designation and the Union shall notify the Employer of any change. There shall be a maximum of seven Union Stewards for bargaining Unit A with Stewards assigned to each of the following: Highway Division-2, Sanitation Division-1, Water Division-1, Forestry Department-1, Park Department-1, and the Walnut Hills Cemetery-1. Effective July 1, 2000, the Union may have one (1) union steward in the Building Department.

There shall be two Stewards for Bargaining Unit B. There shall be one alternate for each Steward who shall serve in the absence of the Steward. There shall be no requirement on the part of the Employer to recognize any Union Steward or alternate until such time as the official list has been delivered to the Employer.

b) After obtaining the approval of the Department Head or his designated representative, the Union Steward shall be permitted reasonable time to investigate a specific grievance. Time shall not be granted to solicit grievances. The Employer agrees that time shall not be withheld unreasonably and the Union agrees that care will be exercised by the Union Steward that he does not interfere with the performance or duties assigned to the employees.

c) The Employer agrees to permit representatives of the American Federation of State, County and Municipal employees (Council #93 or Local 1358) to enter the premises of the Employer to investigate specific grievances with the prior approval of the Human Resources Director and the Department Head concerned. Such representatives will not be permitted to solicit grievances nor to unduly interfere with the performance of duties assigned to the employees.

ARTICLE VI - **Civil Service**

Except as otherwise provided by Section 8 of General Laws, Chapter 150E, the Employer and Union shall recognize and adhere to all Civil Service Rules and Regulations relative to seniority, promotions, discharges, suspensions and transfers from one job classification to another or from one department to another.

This article and all other Articles incorporating or referencing the Massachusetts Civil Service Law will be reopened for negotiations in the event that the Town Meeting rescinds the civil service law as it pertains to any group of unit employees.

ARTICLE VII - **Appointments**

Employees hired as "temporary" shall be made permanent after one year of continuous service in the same department, if the need for the assignment still exists and there is a vacancy in a permanent position, such appointment to be made in accordance with Chapter 31 of the General Laws of the Commonwealth of Massachusetts and Civil Service Rules and Regulations.

ARTICLE VIII - **Notification to Employees Removed From 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 IX - **Rain Wear and Work Clothes**

All employees shall dress in appropriate manner for their jobs while on duty. Where the particular jobs require it, the Town will supply the following rain wear: raincoats, pants, hats and rubber boots. Rain wear will be ordered as early in the fiscal year as possible so that delivery and distribution can be expected no later than October 1 except in unusual situations. Employees will be responsible for the reasonable care and security of all rain wear issued to them and may be required to replace the same if lost or rendered useless through negligence.

An annual allowance of $300.00 per year will be paid to each permanent Labor Division employee in lieu of a work clothes issue. Effective July 1, 2003, such annual allowance will be $400.00 per year.

Motor Equipment Repairmen shall be provided with work jackets and work boots in addition to the above allowance.

Senior Sanitary Inspectors and Sanitarians shall be provided with suitable protective clothing.

Employees regularly assigned to Sanitation Division operations shall be provided on an annual basis with one pair of safety boots selected by the Town. Effective for Fiscal Year 2012, the Town shall increase its boot allotment from $120.00 to $150.00. Wear of the safety boots shall be mandatory.

All employees in Unit A shall be provided, on an annual basis, with one pair of boots selected by the Town. No employee shall receive more than one pair of boots annually. All other full-time employees in Unit B who do not already receive boots from the Town and who will not be receiving boots from the Town shall receive an annual payment of one-hundred dollars ($100.00) on or before August 1; such annual payment shall be increased to $200.00 effective July 1, 2003.

Such annual payment shall be increased to $250.00 effective July 1, 2004. Such annual payment shall be increased to $350.00 effective July 1, 2008.

Effective July 1, 2004, the Town agrees to provide sun block for employees who work outside in the highway department, water department, and park department as determined by the Commissioner.

ARTICLE X - **Physical Examinations**

A) Physical Examinations. In order to deal constructively with the health of its employees in relation to their work, physical examinations by Town selected physician(s)/medical provider(s) shall be mandatory prior to employment, reemployment, reinstatement, and transfers or promotion to positions requiring appreciable more physical effort than the original position.

Periodic physical examinations by Town selected physician(s)/medical provider(s) shall be on a voluntary basis in order to provide preventive health measures for the benefit of the employees and the community except that all employees hired after April 1, 1968 are subject to mandatory periodic physical re-examinations including chest x-ray examination, such periodic examinations to be set up by the Human Resources Board or Board of Selectmen.

B) Criminal Records Review. An employee who has unsupervised access to children, the elderly, or disabled individuals in the performance of his/her regular job duties shall authorize the Town to review his/her criminal records at the Town's discretion. The Town, to the extent the law allows, may review such records prior to assigning an employee to a position where he/she has/will have unsupervised access to children, the elderly or disabled individuals.

C) Duty to Report. Every employee is required to report each of the following occurrences to his/her Department Head prior to such employee's next shift (including a regular shift, overtime shift, or swap shift) or within 24 hours of such occurrence whichever is earlier:

1. Revocation or suspension of the employee's CDL license, where a CDL license is a requirement for the employee's position;
2. Revocation or suspension of the employee's license to operate a motor vehicle where operation of a motor vehicle is a requirement for the employee's position;
3. Revocation or suspension of any license or permit held by the employee where such license or permit is required for the employee's position;
4. Incarceration of the employee in a house of correction or state or federal penitentiary.

ARTICLE XI - **Promotions**

A permanent employee temporarily promoted to a higher paying position shall be made permanent in that position after six months of continuous service in such assignment, if the need for the assignment still exists and there is a permanent vacancy, such promotion to be made in accordance with Civil Service Rules and Regulations.

In cases where more than one employee has the same date of seniority as specified under Section 15D of Chapter 31 of the General Laws, the department head, for promotional purposes, shall consider as a factor all temporary or provisional service with the Town prior to the date of permanent appointment, provided that such prior service was continuous up to the date of permanent appointment.

The names of employees selected for Labor Service (Unit A) promotions shall be posted at the same sites as the related promotional bulletin at the time the names are submitted to the Division of Civil Service for approval. This requirement applies to permanent and temporary promotions.

ARTICLE XII - Temporary Promotions

When a Unit A employee has been temporarily assigned to a position in the Classification Plan in a higher pay grade, steps shall be taken according to Civil Service and Town Rules and Regulations to temporarily promote or assign the employee to that position so that he will receive the prescribed rate of pay for the job to which he is temporarily promoted, from the first day of such promotion.

If and when a Unit B employee is assigned in writing by the appropriate department head to perform substantially all the duties of a job in a higher classification and for one or more work days, the employee shall receive the rate for the job for all such service to which she/he is temporarily promoted.

No temporary employee shall be temporarily promoted when there are fully qualified permanent employees available except in the winter months and in emergencies.

ARTICLE XIII - Reemployment Pay Treatment

a) A former employee of the Town who is reemployed in his former classification after continuous separation from the services of the Town for three years or less shall receive the salary attached to the step rate or maximum salary rate for the classification held at the time of separation.

b) A former employee of the Town who is reemployed in his former classification after continuous separation from the Town for more than three years, shall receive the minimum salary rate for said classification which is in force at the time of reemployment unless a higher rate of pay is approved both by the appointing authority and the Human Resources Board.

ARTICLE XIV - 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 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) shall be supplemented by the following provisions:

Permanent and Provisional Employees

a) Vacation Year. The vacation year of the Town of Brookline shall be the period from July 1st to June 30th inclusive.

b)(i) Length of Vacation for Employees Hired before July 1, 2013. All persons, except emergency or temporary employees, who have acquired vacation status as indicated below shall be credited as of June 30 with earned vacation leave with pay not to exceed the following schedule:

For less than seven months' service, one work day for each full calendar month employed.

For seven full calendar months' service, but less than five years' service as of June 30 of the 5th year, two calendar weeks.

For five years' service but less than ten years' service as of June 30 of the 10th year, three calendar weeks.

For at least ten years' service as of June 30 of the 10th year, five calendar weeks.

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 or provisional appointment provided that such prior service was continuous and uninterrupted up to the date of permanent or provisional appointment.

b)(ii) Length of Vacation for Employees Hired After July 1, 2013. Section b)(i) of this Article shall not apply to employees hired on or after July 1, 2013. All persons hired on or after July 1, 2013, except emergency or temporary employees who have acquired vacation status as indicated below shall be credited as of June 30 with earned vacation leave with pay not to exceed the following schedule:

Service as of June 30th	Vacation
Less than 7 months	1 work day for each full calendar month of service
7 full calendar months but less than five years	2 calendar weeks
5 full calendar years but less than 15 years	3 calendar weeks
15 full calendar years or more	4 calendar weeks

c) 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.

d) Absence Without Pay. When a person is on leave without pay and/or absence without pay, for more than fifteen cumulative scheduled work days 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 work days of absence bears to the total number of scheduled work days in the vacation year.

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

This section shall not be applicable for the first six months without pay when an employee is receiving Worker's Compensation.

e) Vacation Credits. Vacation Leave earned by actual service during the vacation year shall be credited on June 30th of the current year.

f) When Taken. The vacation year shall begin July 1. 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.

g) Effective July 1, 2004, vacation leave may not be taken in less than four (4) hour increments for employees who work 40 hours per week and not less than 3.75 hour increments for employees who work 37.5 hours or less per week.

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 times as, in the opinion of the Department Head, the services of the individual can best be spared.

i) Terminations. Persons who are eligible for earned vacation leave under these rules, whose services are terminated by lay-off, resignation, dismissal, 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.

j) Emergency Service. In computing earned vacation leave no credit is ever allowed for emergency employment.

k) 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.

l) Vacation Leave Other Than Brookline. Unused vacation leave earned in any other municipality or with the Commonwealth shall not be transferable to Brookline.

m) 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 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 1 bears to that vacation year.

Former employees reemployed or reinstated more than three 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.

n) Maximum Vacation Accrual. Vacation leave may be accrued up to a maximum of six weeks vacation at the option of an employee. Department Heads may authorize an additional two week accrual of vacation. No employee may have more than eight weeks accrued vacation without the approval of the Human Resources Board.

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 written 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 for six (6) full calendar months during the vacation year ending June 30 of the current year shall be entitled to vacation leave, the maximum amount of such leave to be determined in accordance with section (b) above.

ARTICLE XV - **Sick 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, injuries to eligible employees in accordance with the provisions of Chapter 152 of the General Laws, quarantine by health authorities, or serious illness in immediate family or household.

b) Permanent Employees. All permanent employees shall be entitled to sick leave, with the exceptions noted below, at the rate of fifteen working days per calendar year credited on January 1 of each calendar year starting on January 1 of the year following employment and to accumulated such days without limit. Employees hired on or after July 1, 2008, shall accrue sick leave in accordance with Section d) of this Article for the duration of their employment with the Town.

c) Permanent Part-Time Employees. In cases of permanent part-time employees the amount of sick leave credit shall be in proportion to the relationship of their annual work schedule to that of a full-time employee.

d) New Employees. All new permanent employees shall be credited with one and one quarter days of sick leave on the first day of the calendar month following employment and will accumulate thereafter one and one quarter (1 1/4) days for each full calendar month worked.

e) Former Employees. Former employees reemployed or reinstated more than three years after a termination of service shall not be allowed sick leave credit for prior employment 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.

f) Transferees. No sick leave credit for prior employment will be allowed to employees transferred from the State or other municipality.

g) Deductions. A deduction of one day from sick leave credits shall be made for each fifteen days in the aggregate of absence from work without pay during a calendar year.

This section shall not be applicable for the first six months without pay when an employee is receiving Worker's Compensation.

h) 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 must be given by Unit A Employees not later than one half hour before the starting time of the employee's normal tour of duty unless he provides reasonable excuse for failure to do so, and in any event, as soon as possible.

The Town may require employees to explain in writing each absence in a calendar year in excess of six days in the aggregate that an employee wishes charged to paid or unpaid sick leave. Any available sick leave shall not be granted until such written explanation, when required, has been received by the Department Head.

i) Injuries. Employees having sick leave credits who are injured on the job and are receiving Worker's Compensation shall upon request, be granted such sick leave allowance payment as will, when added to the amount of Worker's Compensation, result in the payment to them of their full salary in accordance with the provisions of Chapter 152 of the General Laws.

The total dollar value of such sick leave payments shall be computed to its equivalent in work days and charged against sick leave credits accordingly. Employees injured on the job and who cannot perform full duty because of such injury shall, to the extent possible, be assigned by their Department Head to perform duties in their departments consistent with their physical condition provided that they are expected to return to full duty within a reasonable time. The provisions of this paragraph shall be applicable on a voluntary basis to employees injured off the job. In implementing this section, the Town agrees to consult with the union regarding individual modified work assignments. No work out of the individual's classification shall be assigned as part of a modified job without negotiations and agreement by the union. Modified work assignments shall be reviewed no less often than quarterly, and revised as appropriate.

j) Documentation. For the protection of the Town, the Department Head or his/her designee may require the presentation of a doctor's certificate or note, which shall state the employee's name, date(s) seen, a brief description of the illness or injury and the expected duration, in connection with a claim for sick leave, when the employee has been absent due to sickness, illness, or injury for ten or more days in the previous calendar year and is absent at a rate of one day or more per month in the current calendar year. Any available sick leave shall not be granted until such written explanation, when required, has been received by the Department Head.

The Town retains the authority to request a doctor's certificate when the Department Head or his/her designee believes an employee may be abusing sick leave without regard to the number of absences. If it is deemed advisable, the Town, at its expense, may send an employee to a doctor, selected by the Town, to investigate any absence alleged to be caused by an illness or injury.

Each employee who is required to produce doctor's certificates for his/her absences shall also produce such a certificate for each absence for serious illness in immediate family pursuant to Section l); such certificate shall contain the following information:

(a) the employee's name;
(b) the name and relationship of the immediate family member with a serious illness to the employee;
(c) a statement:
  (i) that the immediate family member has a serious illness,
  (ii) with the date(s) of such serious illness and the date(s) such doctor examined and/or treated the immediate family member.

k) Return To Duty After Sick Leave. For the further protection of the Town and the employee concerned, the Department Head may require an employee to undergo a physical exam by a physician(s)/medical provider(s) selected by the Town before being restored to duty after sick leave. Employees who undergo such an exam during their regularly scheduled work hours shall have the time spent thereon charged as time worked unless they are found unfit for duty, in which case the time shall be charged as sick leave.

l) 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 seven working days within a calendar year, at the discretion of the appointing authority. These days are charged against the annual sick leave allowance of fifteen days.

m) Termination of Service. Accumulated sick leave shall not be taken immediately prior to retirement unless properly chargeable to sick leave under the above rules and regulations.

Upon termination of service for reasons other than discharge for cause, 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 $5,000.

n) Personal Leave. Based on his attendance record the previous calendar year, an employee is eligible for Personal Leave. An employee, who was hired on or before June 30, 2011, who uses from 0-2 days sick leave is eligible for three (3) days Personal Leave, such an employee who uses 3-4 days sick leave is eligible for two (2) days Personal Leave, and such an employee who uses 5-6 days sick leave is eligible for one (1) day of Personal Leave. An employee who was hired on or after July 1, 2011, who uses from 0-1 days sick leave is eligible for three (3) days of personal leave, such an employee who uses 2-3 days sick leave is eligible for two (2) days of Personal Leave, and such an employee who uses 4-5 days sick leave is eligible for one (1) day of Personal leave.

Sick leave used solely to supplement worker's compensation payments under the provisions of M.G.L., Chapter 152 - Workmen's Compensation Act - shall be excluded in determining any Personal Leave due to an employee under this section. No More than one (1) A-day per calendar year may be taken in increments; such increments shall not be less than two (2) hours.

This leave may be taken for any reason but the Department Head must have at least one day's written notice of such leave and if the Department Head finds that operating efficiency would be impaired thereby, he can require that the employee take the leave at a more convenient time during the calendar year. The Personal Leave must be taken or, at the employee's option, cashed in at straight time rates during the calendar year. If it is not taken or cashed in, it is not cumulative, but it may be added to sick leave.

p) Provisional Employees. For purposes of sick leave, provisional employees shall be treated as permanent employees.

q) Temporary Employees. All temporary employees shall be entitled to sick leave after six full months of continuous service with the Town, such sick leave to be computed from the first day of such continuous service.

r) Effective July 1, 2004, employees who request paid sick leave for less than one full work day will be charged a minimum of 2-hours of sick leave to cover such partial day if the absence is for two hours or less. If the employee's absence is greater than 2-hours he/she shall be charged for the actual time he/she was absent.

s) Extended Sick Leave Bank. Effective July 1, 2008, there shall be established for all members of AFSCME, Local 1358, Town of Brookline bargaining units an extended sick leave bank which shall be administered by the Human Resources Office, established and utilized according to the following procedures:

A. To be eligible for membership an employee must have completed his/her initial six (6) month probationary period and must have voluntarily donated one (1) sick day per year to the extended sick leave bank ("Bank"). These donated days shall be deducted from accumulated sick leave but shall not be considered sick leave for the purposes of monitoring sick leave usage or personal leave as per Article XV, Sick Leave, of section n). The Bank shall contain no more than 650 days at any one time regardless of donations made to the Bank.

B. Enrollment in the Bank will be open from December 1 to December 31 of each year for participation in the Bank in the following calendar year. The Human Resources Office will have information and authorization forms available for employees at least thirty (30) days prior to the enrollment period.

C. The Sick Leave Bank Committee will be responsible for the review of requests for Bank days to be withdrawn from the Bank. The Committee will be comprised of two (2) representatives appointed by the Town and two (2) representatives appointed by AFSCME, Local 1358. Members of the Committee shall be granted reasonable paid time off to meet, review and determine each request for Bank days. Providing that the balance in the Bank is sufficient, the Committee shall have the authority to grant up to thirty (30) days to an employee per calendar year (Jan. 1 to Dec. 31), and shall endeavor to make a determination on each application for Bank days within ten (10) working days of receipt of all documentation required by the Committee. The Committee may grant up to an additional thirty (30) days to an employee but in no event shall the total of such grant(s) to an employee exceed sixty (60) days in total per calendar year. A majority vote of the full Committee is required to grant Bank days.

D. Applications for Bank days must be submitted in writing to the Human Resources Office along with a signed statement from the employee's doctor which fulfills the criteria in Part E (3) below. The Office of Human Resources shall take steps to remove any reference to the employee's name from the medical reports or documentation. The Committee, through the Office of Human Resources, may request additional medical information from the employee's medical provider and may consider information from the employee's department, which maybe relevant to the Committee's deliberations. The Human Resources Office and the Committee shall at all time safeguard and treat as confidential the medical information concerning employees who have applied for Bank days. The Human Resources Office shall make periodic status reports on the fund balance as needed by the Committee.

E. The following criteria shall be used by the Committee in awarding Bank days:

1. The employee is eligible by virtue of meeting the criteria in Paragraph A above;
2. The employee has exhausted or will soon exhaust all accumulated sick leave and other paid leave (such as vacation leave and personal leave); and

3. The application is accompanied by adequate medical evidence of a serious illness or serious injury, which prevents the employee's immediate return to work.

The Committee may require additional medical information or documentation prior to making a decision on any application. Bank days which are granted but unused shall revert to the Bank upon an employee's return to work, retirement, resignation or other separation from employment or death whichever occurs first. No employee who is granted Bank days shall be allowed to redeem any unused portion pursuant to Article XI Sick Leave, Section 7).

F. If the Committee has denied an application for Bank days, the employee, or by agent, may request in writing that the application be reconsidered at a meeting of the Committee at which the employee, or agent, is present.

G. Decisions of the Committee shall be final, and shall not be the subject of grievance or arbitration.

H. The parties recognize that the Committee has no authority with respect to discipline or employment decisions regarding employees and that the grant of the Bank days to an employee does not guarantee an employee's continued employment with the Town; discipline must be in accordance with Art. II.

ARTICLE XVI - **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 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 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 order 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.

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, parent of either spouse, brother or sister, brother-in-law or sister-in-law, grandparent, grandchild, 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 four working days. Effective July 1, 2003, the employee may be granted a leave of absence with pay to the extent necessary but not to exceed five working days in the event of the death of the employee's wife, husband, son or daughter. Effective May 25, 2011, the employee may be granted a leave of absence with pay to the extent necessary but not to exceed five working days in the event of the death of the employee's parent. Upon evidence satisfactory to the appointing authority of the death of an aunt or uncle of an employee or his/her spouse, or the grandparent of an employee's spouse, an employee may be granted, when necessary, a leave of absence for one day.

f) Leave To Attend Union Conventions. An employee may be granted a leave of absence with pay 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) Additional Personal Leave. All permanent employees, and temporary employees with twelve months or more of continuous service, shall be entitled to four (4) personal leave days per year in addition to any such leave earned under the sick leave provisions of this plan. Such leave will be prorated for all employees who are not employed for the full year except for employees who retire during the year.

Except as below, the Personal Leave must be taken during the calendar year and if it is not taken it is not cumulative, but it may be added to sick leave. This Leave may be taken for any reason but the Department Head must have at least one day's notice of such Leave and if the Department Head finds that operating efficiency would be impaired thereby, he can require that the employee take the leave at a more convenient time during the calendar year. As an exception to these requirements, the Personal Leave may, at the employee's option, be cashed in at straight time pay.

Employees who were hired on or before June 30, 2011 who have 20 years or more of service shall be granted two days of Personal Leave per year and employees who were hired on or after July 1, 2011 who have 20 years or more of service shall be granted one day of Personal Leave per year in addition to any such leave provided above. The days of Personal Leave cannot be cashed in and must be taken off at a time acceptable to the department head and in such a way as not to incur overtime costs.

Effective July 1, 2004, no more than one (1) A-day (personal leave day) may be taken in increments; such increments shall not be less than two (2) hours.

i) Family and Medical Leave Act. The Town will observe the provisions of the Family and Medical Leave Act (FMLA). The Union and the Town agree to assist employees eligible for FMLA leave with completion of necessary applications and documentation.

ARTICLE XVII - **Hours of Work and Overtime**

a) Hours of Work. The regular weekly work schedule for permanent employees in Unit A shall consist of five (5) consecutive eight (8) hour days exclusive of an unpaid one-half hour lunch period.

The regular weekly work schedule for permanent employees in Unit B shall consist of five (5) consecutive eight (8) hour or seven and one-half (71/2) hour days in accordance with current schedules exclusive of an unpaid one hour lunch period except for those employees on the modified 4 ½ day schedule. It is agreed that the modified work schedule outlined in Appendix C shall be continued for the duration of this contract.

The work schedule of all other employees will be based on the needs of their departments.

The Employer retains the rights to schedule the hours of employment of all employees in accordance with the work requirements of their departments.

Nothing in the above sections shall prevent the scheduling of special schedules with the mutual consent of the Employer and the employee concerned.

The Unit A work schedule shall provide for a fifteen (15) minute paid rest period at the job site during the morning. There will be no afternoon rest period. Unit A employees shall be granted a ten (10) minute personal clean up period prior to the end of their work shifts.

The Unit B work schedule shall provide for a fifteen (15) minute paid rest period during each half of the employees regularly scheduled workday, except on Friday for those employees on the modified work schedule outlined in Appendix C.

b) Overtime. The workday, for the purpose of this section, is the twenty-four (24) hour period beginning with the employee's starting time. The payroll week shall consist of seven (7) consecutive days starting Monday.

Whenever the word "overtime" is used in this Agreement, it shall mean time during which an employee shall have been required to actually perform work in excess of his daily shift on any day or in excess of his regularly scheduled work week in any week, whichever is greater but without duplication.

Hours worked beyond a normal daily tour as part of a special schedule shall not be considered as overtime work for which time and one-half is payable; but hours worked in excess of the regularly scheduled work week during a period in which the employee is working on such a special schedule shall be considered as weekly overtime which is to be paid for at time and one-half.

Time off on paid leave, including paid sick leave, shall be regarded as time worked for the purposes of computation of overtime.

Overtime pay shall be at the rate of one and one-half times the employee's regular rate of pay.

Overtime assignments may be on a voluntary basis except in cases of emergency or in a case where all eligible employees have refused overtime. Employees shall work reasonable overtime when necessary to do so, except that an employee may be excused from working overtime when he has a good and sufficient reason.

To the extent practicable, overtime work shall be distributed on an equitable basis among qualified employees who ordinarily perform such related work in the normal course of their work week. When an employee refuses or is excused from overtime work, this time shall be considered in determining the equitable division of overtime. The Employer shall keep records of overtime worked and shall make such records available to the Union for examination. When in case of extreme emergency it is necessary to bring personnel from other than the area which normally performs such related work, the personnel from other areas shall be released from their duty first when the work load lessens.

An employee who has completed his normal work day and who is thereafter recalled by supervision on the same work day shall be paid in accordance with the prescribed rules for overtime, but shall in any case receive a minimum of two hours' pay at straight time. An employee who is scheduled in advance to return after he has completed his normal work day shall be paid in accordance with the prescribed rules for overtime.

An employee called in on an unscheduled day is treated as follows:

The unscheduled day shall be divided into the three usual shifts. An employee called in on one of the shifts of an unscheduled day shall receive a minimum of 4 hours pay at straight time unless actual time worked exceeds 2-2/3 hours and then his pay shall be computed at the overtime rate. If an employee is called in again on a later shift, he shall receive an additional 4 hours pay at straight time. E.g., an employee called in at 10 A.M. on an unscheduled day is guaranteed 4 hours pay at straight time. If the same employee is called in at 10 P.M., which is a later shift, he would be guaranteed an additional 4 hours straight time.

An employee who works on a Monday to Friday schedule shall be paid at the overtime rate for any hours worked during Sunday. In no case shall there be duplication of payment for overtime.

The Employer will attempt to ensure payment of overtime within two weeks of the overtime.

Swipe cards. Effective on or about July 1, 2008, employees in the Department of Public Works will be required to use swipe cards for recording hours worked including straight time and overtime.

ARTICLE XVIII - **Holiday Pay Treatment**

a) Legal Holidays. The following twelve legal holidays shall be deemed paid holidays except when they fall on a Saturday: New Year's Day, Martin Luther King's Birthday, Washington's Birthday, Patriot's Day, Memorial Day, Bunker Hill Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and Christmas Day. All legal holidays falling on a Sunday shall be celebrated on Monday. Unit B employees shall observe Bunker Hill Day as a "floating" holiday. Employees may elect to be off on any day in the calendar year that is mutually agreed to by the employee and his/her department head, except that an employee who elects to be off on the actual day of the holiday shall be given the day off.

An employee is credited with another day of vacation when a legal holiday falls during his vacation leave. If the regular day off of an employee is Saturday and a holiday as listed above falls on a Saturday, such person shall, where possible, with the approval of the Board of Selectmen, be given the preceding Friday or the following Monday off without loss of pay, or if said day off cannot be given by reason of personnel shortage or other cause, he shall be given, in lieu thereof, an additional day's pay.

b) Paid Holidays Falling Within The Regular Monday To Friday Schedule. Any of the above paid holidays falling within his regular Monday to Friday schedule shall be paid his regular day's pay plus time and one-half for hours actually worked subject to the established rules for the payment of overtime.

c) Legal Holiday Falling Outside The Regular Monday To Friday Schedule. An employee who works on any of the above legal holidays falling outside of his regular Monday to Friday schedule shall be paid straight time for hours actually worked subject to the established rules for the payment of overtime.

d) Paid Holiday For Those Working On a Rotating Schedule. An employee who works on a rotating schedule shall be granted during a calendar week the same holiday pay treatment as is granted during that week to employees working on the regular Monday to Friday schedule.

e) Paid Holiday For Those Not Working On A Monday To Friday Schedule. An employee who does not work on a Monday to Friday schedule shall be granted during a calendar week the same holiday pay treatment as is granted during that week to employees working on the regular Monday to Friday schedule.

f) Holiday Pay For Temporary And Provisional Employees. Provisional employees shall be treated as permanent employees for purposes of holiday pay. Temporary employees must work on their last scheduled work day before a holiday and on their first scheduled work day after a holiday in order to be eligible for holiday pay.

ARTICLE XIX - **Compensation**

a) Wages and Step Increases. Compensation for all classifications for the period July 1, 2012 through June 30, 2015 shall be in accordance with Appendix B.

All employees shall designate an account(s) to which the Town will directly deposit the employee's compensation and the Town shall pay compensation to such employees through direct deposit to the account(s) designated by each such employee.)

Electronic Pay Advisories. Effective no earlier than July 1, 2013, the Town may provide employees with electronic pay advisories in lieu of paper paystubs.

General Wage Increases

July 1, 2004	2% general wage increase
July 1, 2005	3% general wage increase
Jan. 1, 2006	1% general wage increase
July 1, 2006	2% general wage increase
Jan. 1, 2007	1% general wage increase
July 1, 2007	2% general wage increase
July 1, 2008	2% general wage increase
Jan. 1, 2009	1% general wage increase
July 1, 2009	0% general wage increase
July 1, 2010	1.5% general wage increase

July 1, 2011	1.5% general wage increase
July 1, 2012	2.0% general wage increase
July 1, 2013	2.0% general wage increase
July 1, 2014	2.0% general wage increase

Step increases shall be payable on July 1 in accordance with the Classification and Pay Plans.

All employees, without regard to date of hire shall designate an account(s) to which the Town shall directly deposit the employee's compensation and the Town shall pay compensation to employees through direct deposit to the account(s) designated by each employee.

Effective no earlier than July 1, 2013, the Town may provide employees with electronic pay advisories in lieu of paper paystubs.

b) Night Differential. Employees who work night shifts as approved by the Human Resources Board shall receive a $9.00 per night differential. Such differential is not payable to employees who regularly work day shifts when assigned to work night shifts on an overtime basis. The night differential is not to be included in the computation of any overtime payments.

c) Longevity. Employees with ten to fifteen years of service as of their employment anniversary date shall be paid a longevity payment of $550.00. Employees with fifteen to twenty years of service as of their employment anniversary date shall be paid a longevity payment of $700.00. Employees with twenty to thirty years of service as of their employment anniversary date shall be paid a longevity payment of $850.00.

Employees with thirty or more years' service as of their employment anniversary date shall be paid a longevity payment of $1,000. Such payment shall be lump sum in nature and shall be rendered to eligible employees on the closest payroll practicable following the employee's employment anniversary date.

Effective July 1, 2008, amend longevity to the following schedule:

10-15 years service as of their employment anniversary date -	$ 625.00
15-20 years service as of their employment anniversary date -	$ 775.00
20-30 years service as of their employment anniversary date -	$ 950.00
30+ years service as of their employment anniversary date -	$1,100.00

Effective July 1, 2013, amend longevity to the following schedule:

10-15 years service as of their employment anniversary date -	$ 650.00
15-20 years service as of their employment anniversary date -	$ 800.00
20-30 years service as of their employment anniversary date -	$1,150.00
30+ years service as of their employment anniversary date -	$1,300.00

ARTICLE XX - **Grievance Procedure**

a) A grievance for purposes of this Agreement is a written dispute, claim or complaint involving a question of interpretation or application of this Agreement and may be filed by either the Union or an employee in the bargaining unit.

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 jurisdiction of the Civil Service Commission or other duly established appeal board, may be processed according to the Grievance Procedure authorized by Section 3.15.11 of the Human Resources By-Law.

c) The employee's grievance must contain the following information:

1. A Statement which cites the part of the agreement which has been violated.
2. Available evidence, if any, to support the grievance.
3. A statement of the remedial action sought.
4. The Employer agrees to notify the Union of all grievances. The Union shall be represented at all hearings and will be furnished copies of all decisions. It is agreed that such union representation shall not result in unreasonably delaying the hearings.

Copies of grievances must be submitted to the Human Resources director on the same day that they are submitted at Step 1.

d) Grievances, as defined in paragraph (a) of this Article, that is, grievances involving interpretation or application of this Agreement, shall be settled in the following manner:

Step 1. The employee or the Union shall file the grievance in writing with his/her Department Head within 15 calendar days of the date of the occurrence of the grievance. A Step 1 Contract Grievance Form, copy attached hereto, must be used. The Department Head must render his/her decision in writing within 7 calendar days after the receipt of the grievance unless it is mutually agreed by the participants in writing that additional time to answer will be allowed.

Step 1A. If the grievance is not settled at Step 1 and the department involved is under the jurisdiction of a Board or Commission, the grievance must be presented, by letter, to the Board or Commission within seven (7) days after the Step 1 response is received.

The Board or Commission must render its response by letter within 15 days after receipt of the grievance unless it is mutually agreed by the participants in writing that additional time to answer be allowed.

Step 2. If the grievance has not been settled at Step 1/1A, it must be presented by letter or Step II Appeal Form to the Human Resources Board within seven (7) calendar days after the Step 1/1A response is received. The Human Resources Board must render its decision by letter within 14 calendar days after receipt of the grievance unless it is mutually agreed by the participants, in writing, that additional time to answer will be allowed.

Step 3. 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) calendar days after the service of the written notice, either party may, within ten (10) days, request the Labor Relations Connector to designate an arbitrator in accordance with its then applicable rules and regulations.

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.

(Step I Contract Grievance Form and Step II Grievance Appeal Form are attached hereto. Copies may be obtained from the Human Resources Office or Local 1358, or copied from the attachments.)

STEP 1 CONTRACT GRIEVANCE FORM

Employee Name_____ Department_____

Employee Classification_____ Name of Supervisor_____

Directions: A contract grievance is a dispute, claim, or complaint involving a question of interpretation or application of the current labor agreement between the Town of Brookline and Local 1358, AFSCME, AFL-CIO. If you wish to file a contract grievance, you must use a copy of this form and fill it out completely. Copies of the form must be submitted to the Human Resources Director and your Department Head on the same day. It is recommended that you keep a file copy and ask your department to time stamp your copy on the day you file the grievance.

Statement of Grievance

1. List contract article(s) you believe were violated:_____

2. List the date(s) the alleged violation occurred:_____

3. Describe how the contract article(s) have been violated:_____

_____

_____

_____

_____

4. What evidence is there to support the grievance?_____

_____

_____

_____

_____

5. How do you think your grievance should be settled?_____

_____

_____

_____

_____

Signature of Employee_____ Date:_____

(Continue On Reverse Side If Necessary)

STEP II GRIEVANCE APPEAL FORM

Grievance Initiated By:_____ Date:_____

Name:_____ Dept.:_____

Classification:_____

Step II Employee Grievance Form Dated:_____

I wish to appeal the disposition of my grievance for the following reasons:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____
Signature of Employee

ARTICLE XXI - **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 section 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 XXII - **Safety Committee**

The Employer shall provide systematic safety inspections to minimize accidents. A Safety Committee consisting of members of the Union and representatives of the Employer shall meet at reasonable times to discuss safety problems.

ARTICLE XXIII - **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 the following riders:

HMO BLUE:	BLUE CHOICE:
Office Visit Co-payment ($5)	Office Visit Co-payment ($5)
Prescription Co-payments: #13-334	Prescription Co-payments: #13-334
Student To Age 26: #12-010	Student To Age 26: #12-010
Chiropractic Services: #18-001	Chiropractic Services: #18-309

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

The parties agree that, at the request of either party, they will engage in bargaining over group health insurance issues, including, but not limited to, dental coverage and changes in group health insurance providers, plans, and/or prescription co-payments, during the term of this agreement.

The Union and the Town agree that they will continue to participate in the activities of the Health Advisory Committee as referenced by Section 3 of the G.L. c. 32B for the term of the new July 95-June 97 contract, consistent with the recommendations of the Health Advisory Committee to the Board of Selectmen and motions voted by the Board on March 28, 1995.

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

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.

Effective July 1, 2008, the Town will offer employees the option of purchasing $2,500 of additional life insurance for a total life insurance benefit amount of $7,500. Employees who select such additional life insurance shall pay 100% of the premiums for the additional $2,500 of life insurance. (The Town shall continue to pay 75% of the premiums for the $5,000 life insurance amount.)

The Town shall continue to provide Workers Compensation Insurance at no cost to employees. Any employee injured on the job shall complete and file a Notice of Injury Report as soon as practicable after the injury.

ARTICLE XXIV - **Bulletin Boards**

The Employer agrees to provide a reasonable number of bulletin boards in non-public areas where employees covered by this Agreement report to work.

The Union shall have the right to post routine Union notices on said bulletin boards. No notices that contain derogatory language or criticism of the Employer may be posted. All notices must be approved for posting by the Human Resources Director.

ARTICLE XXV - **Human Resources By-Law Provision**

It is understood that all provisions of the Human Resources By-Law remain in force and shall be observed.

ARTICLE XXVI - **Shift Transfers**

Shift transfers may be made by the employer in emergency situations.

In other cases, openings on shifts will be posted and interested employees may bid. The senior, qualified bidder will be selected for the shift transfer.

When there are no qualified bidders for an opening on a shift, the qualified employee with the least seniority shall be selected for the transfer. It is recognized that employees may be moved from a shift for discipline or for poor performance.

In such cases, no transfer shall be made except with one (1) week's advance notice thereof to the employee and the appropriate union official and an opportunity to discuss the proposed change with the Department Head, such provision to be inapplicable in emergency situations.

ARTICLE XXVII - **Tool Allowances and License Renewals**

A. Tool Allowances: Consistent with established practices, employees appointed or promoted as motor equipment repairmen shall provide, maintain and replace their own sets of basic tools and the Town will continue to provide shop tools.

The Town will pay each motor equipment repairman and motor equipment repair foreman, a tool allowance of Two Hundred Dollars ($200) per year towards the maintenance and replacement of the employee's set of tools. Effective July 1, 2008, the Town will provide an additional $50 in the tool allowance for the purchase of specialty tools.

Effective July 1, 2004, the Town agrees to provide specialty-testing tools in the Department of Public Works-Equipment Maintenance Division as determined by the Commissioner and as may be recommended by the Fleet Maintenance Supervisor.

B. License Renewals: This provision shall not apply to the cost of obtaining initial licenses. The Town will pay the cost to renew the following licenses: hoisting, pesticide, backflow technician, water supply operator, certified pool operator, arborist when such license is required for the employee's job, as determined by the Department Head, up to a maximum of $250 per employee per fiscal year.

ARTICLE XXVIII - **Probationary Periods - Supervisory Positions**

All employees promoted to a supervisory position (Working Foreman and above) shall complete a probationary period of 6 months full-time service prior to receiving permanent status in the higher position. As necessary, temporary or provisional promotions under the provisions of Massachusetts General Laws, Chapter 31, shall be used for this purpose.

ARTICLE XXIX - **Supervisory Training**

Successful completion of training in supervision and management provided by the Human Resources Office either directly or through another organization shall be mandatory before permanent appointment to supervisory positions (Working Foreman and above). Employees currently employed as supervisors shall be required to successfully complete such training as soon as the training can be scheduled.

ARTICLE XXX - **Inability to Work During and After Pregnancy**

It is agreed that inability to work during pregnancy shall be treated as a disability subject to the application of the employee's accumulated unused sick leave in accordance with Article XV - Sick Leave. The employee's physician and physician(s)/medical provider(s) selected by the Town shall determine that point of time as of which an employee's maternity leave is to commence. Employees, including for this purpose only those who have started maternity leaves and who would not otherwise be eligible for paid sick leave, shall be allowed to use ten days of their accumulated unused sick leave at the time of giving birth without being required to provide a doctor's certificate.

Use of accumulated unused sick leave after this time will be subject to proper medical evidence.

Employees will be granted unpaid maternity leaves to the extent requested, but not to exceed four months after the date of delivery.

ARTICLE XXXI - **Study Committees**

a) Air Quality-Clerical Employees - A joint committee will be established to study air quality, including temperature, at Town Hall, the Police Department, and other places where clerks work. The Committee will make recommendations to the Town on its findings.

b) Alcohol/Drug Concerns And Injury Rehabilitation - A joint committee will be formed to study alcohol and drug issues in the workplace. The Committee will also study a rehabilitation program for employees on prolonged injury leave.

c) Clerical Wage Study - The Town and the Union shall conduct a joint study of clerical position classifications and pay grades to be completed by January 1, 1997.

ARTICLE XXXII - **Posting of Vacancies**

Except in the case of Foremen and General Foreman positions, notices of all job vacancies within the bargaining unit which are to be filled by the Town shall be posted within the department where the vacancy exists and on the Human Resources Office bulletin board. Copies will be sent to Local 1358.

Notices shall contain the job description, qualifications, location, and salary.

All employees wishing to be applicants for the position shall inform the department head where the vacancy exists in writing within one week of the date of posting.

In cases where applicant length of service, ability, qualifications, and quality of previous performance are relatively equal, preference will be given to the senior qualified bidder in the department where the vacancy exists.

ARTICLE XXXIII - **Layoff, Bumping, and Recall**

When layoffs are to occur, employees with permanent civil service appointments shall be laid off and recalled in accordance with the provisions of the Massachusetts Civil Service Law. Other employees shall be selected for layoff within the affected department/classification according to the following order: temporary employees with least seniority; followed, if necessary, by permanent employees with least seniority.

Permanent employees who are laid off may elect in lieu of layoff to bump junior employees, who are not permanent civil service employees, in the same classification or in lower classifications in their same job series, anywhere in the bargaining unit, provided that they are fully qualified for the position to which they wish to bump. Employees who bump to departments other than the one they were laid off from will be considered as probationary employees for six months and may be laid off if they do not, in the opinion of the department, demonstrate that they are performing the duties of the position at the expected level.

An employee who bumps into a lower graded position, or who accepts a lower graded positions, shall be placed on the wage step of the lower graded position which is closest to, but no higher than, the dollar level of his/her previous base pay.

Permanent employees who are laid off shall be offered recall on a seniority basis to positions in their same classification, or in lower classifications in their same job series, anywhere in the bargaining unit provided that they are fully qualified for the position, and provided that no other person has rights to the position, or consideration therefore, under the provisions of the Massachusetts Civil Service Law. Persons appointed to positions under this provision in departments other than the one they were laid off from shall be considered as probationary employees for six (6) months and may be laid off if they do not, in the opinion of the department head, demonstrate that they are performing the duties of the position at the expected level. An employee who accepts recall to a lower graded position than his/her previous position, shall be placed on the wage step of the lower graded position which is closest to, but not higher than, the dollar level received in his/her previous position.

ARTICLE XXXIV - **Funds For Job Related Training**

Funds in the amount of $10,000 per year shall be provided to be expended by the Human Resources Director for approved job related workshops, seminars, courses, etc., to be attended by unit employees after approval by their department heads and the Human Resources Director. A three member union committee will be established to make recommendations to the Human Resources Director regarding the allocation of funds and appropriate procedures. If the $10,000 is insufficient in any year, the Town will discuss providing additional funds. (Such funds shall not be available in Fiscal years 2002, 2003 and 2004.)

Effective July 1, 2004, the amount an individual employee may receive from the fund shall be increased to $1,000 per fiscal year. If the fund has not been exhausted by April 1st, an employee may apply for additional funds toward additional job-related workshops, courses, and/or seminars for that same fiscal year, provided, however, that no employee shall receive more than $1,000 per fiscal year. The fund is for employees in all AFSCME units within the Town. Effective July 1, 2008, the fund shall be increased to $15,000 and the limit and employee may receive per fiscal year shall be $1,200. Effective July 1, 2011, the limit an employee may receive per fiscal year shall be $1,400.

ARTICLE XXXV - **Term of Agreement**

This Agreement shall take effect as of July 1, 2012 and shall continue in effect through June 30, 2015, and shall automatically renew itself from year to year thereafter unless either party hereto shall, at least sixty (60) days prior to July 1, 2015, or at least sixty (60) days prior to the expiration of any yearly period thereafter, give to the other party written notice of its intention to modify or terminate this Agreement. Within fifteen (15) days of receipt of such notification by either party, a conference will be held for the purpose of such amendment or modification.

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

TOWN OF BROOKLINE

By: _____
Chairman, Board of Selectmen

_____
Town Administrator

_____
Human Resources Director

LOCAL 1358, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

By: _____
Business Representative
AFSCME Council 93

_____
President, Local 1358, AFSCME

_____
Local 1358, AFSCME

_____
Local 1358, AFSCME

Appendix A

American Federation of State, County & Municipal Employees, AFL-CIO

21 BEACON STREET, BOSTON, MASS. 02108 - Tel. 723-2330

By:_____
Name of Employee

To:_____
Name of Employer

I hereby desire to be represented by the American Federation of State, County and Municipal Employees, AFL-CIO, an/or its corporate affiliates, as my exclusive bargaining agent in all matters affecting my wages, hours and other conditions of employment. Effective_____ I further request and authorize you to deduct from my earnings each _____ (payroll period) the amount of $_____ This amount shall be paid to the treasurer of AFSCME Local Union No._____ and represents payment of my union dues. These deductions may be terminated by me by giving you a 60 days' written notice in advance or upon termination of my employment.

_____
Name (Please Print)

_____ _____
Date Signature (DO NOT PRINT)

_____ _____
Home Address Phone

I am employed at:_____ Job Title:_____

Department and/or Division:_____

Building Maintenance Pay Schedule

Grade	Date	Hours	Step 1	Step 2	Step 3	Step 4	Step 5
MN-1	**07/01/12**	40.00	$15.9931	$16.1930	$16.3955	$16.6004	$16.8079
	07/01/13	40.00	$16.3130	$16.5168	$16.7234	$16.9324	$17.1440
	07/01/14	40.00	$16.6393	$16.8471	$17.0579	$17.2710	$17.4869
MN-2	**07/01/12**	40.00	$20.9910	$21.2533	$21.5190	$21.7880	$22.0603
	07/01/13	40.00	$21.4108	$21.6784	$21.9494	$22.2238	$22.5015
	07/01/14	40.00	$21.8390	$22.1120	$22.3884	$22.6683	$22.9515
	07/01/12	37.50	$23.2950	$23.5861	$23.8810	$24.1795	$24.4816
	07/01/13	37.50	$22.8382	$23.1236	$23.4127	$23.7054	$24.0016
	07/01/14	37.50	$23.2950	$23.5861	$23.8810	$24.1795	$24.4816
MN-3	**07/01/12**	40.00	$22.8276	$23.1131	$23.4019	$23.6945	$23.9907
	07/01/13	40.00	$23.2842	$23.5753	$23.8700	$24.1684	$24.4705
	07/01/14	40.00	$23.7499	$24.0468	$24.3474	$24.6518	$24.9599
MN-4	**07/01/12**	40.00	$23.7408	$24.0375	$24.3380	$24.6423	$24.9503
	07/01/13	40.00	$24.2156	$24.5183	$24.8248	$25.1351	$25.4493
	07/01/14	40.00	$24.6999	$25.0087	$25.3213	$25.6378	$25.9583
MN-5	**07/01/12**	40.00	$25.5213	$25.8404	$26.1634	$26.4904	$26.8215
	07/01/13	40.00	$26.0317	$26.3572	$26.6867	$27.0202	$27.3579
	07/01/14	40.00	$26.5523	$26.8843	$27.2204	$27.5606	$27.9051

Clerical Pay Schedule

Hourly (37.5 & 40)

Grade	Date	Step 1	7th mo	Step 3	Step 4	Step 5	Step 6
C4	07/01/12	$19.6650	$19.9805	$20.2131	$20.3077	$20.4024	$20.6064
	07/01/13	$20.0583	$20.3802	$20.6173	$20.7139	$20.8105	$21.0186
	07/01/14	$20.4594	$20.7878	$21.0296	$21.1282	$21.2267	$21.4390
C5	07/01/12	$20.7835	$21.0991	$21.3313	$21.4260	$21.5207	$21.7359
	07/01/13	$21.1992	$21.5211	$21.7579	$21.8545	$21.9511	$22.1706
	07/01/14	$21.6232	$21.9515	$22.1931	$22.2916	$22.3901	$22.6140
C6	07/01/12	$21.5026	$21.8182	$22.0507	$22.1454	$22.2401	$22.4625
	07/01/13	$21.9327	$22.2546	$22.4917	$22.5883	$22.6849	$22.9117
	07/01/14	$22.3713	$22.6997	$22.9415	$23.0401	$23.1386	$23.3699
C7	07/01/12	$22.0888	$22.4044	$22.6375	$22.7322	$22.8269	$23.0551
	07/01/13	$22.5306	$22.8524	$23.0903	$23.1868	$23.2834	$23.5162
	07/01/14	$22.9812	$23.3094	$23.5521	$23.6505	$23.7491	$23.9865
C8	07/01/12	$23.0142	$23.3298	$23.5617	$23.6563	$23.7510	$23.9885
	07/01/13	$23.4745	$23.7964	$24.0329	$24.1295	$24.2260	$24.4683
	07/01/14	$23.9440	$24.2723	$24.5136	$24.6121	$24.7105	$24.9577
C9	07/01/12	$23.7339	$24.0495	$24.2811	$24.3757	$24.4704	$24.7151
	07/01/13	$24.2086	$24.5305	$24.7667	$24.8633	$24.9598	$25.2094
	07/01/14	$24.6928	$25.0211	$25.2620	$25.3606	$25.4590	$25.7136
C10	07/01/12	$25.9984	$26.3140	$26.5851	$26.7113	$26.8376	$27.1060
	07/01/13	$26.5184	$26.8403	$27.1168	$27.2456	$27.3743	$27.6481
	07/01/14	$27.0488	$27.3771	$27.6591	$27.7905	$27.9218	$28.2011

General Pay Schedule

Grade	Date	Hours	Step 1	Step 2	Step 3	Step 4
GN1	7/1/2012	40.00	$13.8744	$14.1033	$14.3361	$14.5726
		37.50	$14.7994	$15.0436	$15.2918	$15.5441
	7/1/2013	40.00	$14.1519	$14.3854	$14.6228	$14.8641
		37.50	$15.0954	$15.3445	$15.5976	$15.8550
	7/1/2014	40.00	$14.4349	$14.6731	$14.9153	$15.1614
		37.50	$15.3973	$15.6514	$15.9096	$16.1721
GN2	7/1/2012	40.00	$14.9497	$15.1964	$15.4471	$15.7020
		37.50	$15.9463	$16.2095	$16.4769	$16.7488
	7/1/2013	40.00	$15.2487	$15.5003	$15.7561	$16.0160
		37.50	$16.2653	$16.5336	$16.8065	$17.0838
	7/1/2014	40.00	$15.5537	$15.8103	$16.0712	$16.3363
		37.50	$16.5906	$16.8643	$17.1426	$17.4255
GN3	7/1/2012	40.00	$16.4446	$16.7160	$16.9918	$17.2722
		37.50	$17.5410	$17.8304	$18.1246	$18.4237
	7/1/2013	40.00	$16.7736	$17.0503	$17.3317	$17.6176
		37.50	$17.8918	$18.1870	$18.4871	$18.7921
	7/1/2014	40.00	$17.1091	$17.3913	$17.6783	$17.9700
		37.50	$18.2496	$18.5507	$18.8568	$19.1679
GN4	7/1/2012	40.00	$18.4180	$18.7219	$19.0308	$19.3448
		37.50	$19.6459	$19.9701	$20.2996	$20.6345
	7/1/2013	40.00	$18.7864	$19.0964	$19.4115	$19.7317
		37.50	$20.0388	$20.3695	$20.7056	$21.0472
	7/1/2014	40.00	$19.1621	$19.4783	$19.7997	$20.1263
		37.50	$20.4396	$20.7769	$21.1197	$21.4681
GN5	7/1/2012	40.00	$20.5361	$20.8749	$21.2194	$21.5695
		37.50	$21.9052	$22.2666	$22.6340	$23.0075
	7/1/2013	40.00	$20.9468	$21.2924	$21.6438	$22.0009
		37.50	$22.3433	$22.7119	$23.0867	$23.4676
	7/1/2014	40.00	$21.3657	$21.7182	$22.0767	$22.4409
		37.50	$22.7902	$23.1661	$23.5484	$23.9370
GN6	7/1/2012	40.00	$21.8709	$22.2318	$22.5986	$22.9715
		37.50	$23.3290	$23.7139	$24.1052	$24.5030
	7/1/2013	40.00	$22.3084	$22.6765	$23.0506	$23.4310
		37.50	$23.7956	$24.1882	$24.5873	$24.9930
	7/1/2014	40.00	$22.7546	$23.1300	$23.5116	$23.8996
		37.50	$24.2715	$24.6720	$25.0790	$25.4929

General Pay Schedule cont..

Grade	Date	Hours	Step 1	Step 2	Step 3	Step 4
GN7	7/1/2012	40.00	$23.6206	$24.0104	$24.4065	$24.8092
		37.50	$25.1953	$25.6111	$26.0336	$26.4632
	7/1/2013	40.00	$24.0930	$24.4906	$24.8947	$25.3054
		37.50	$25.6992	$26.1233	$26.5543	$26.9925
	7/1/2014	40.00	$24.5749	$24.9804	$25.3926	$25.8115
		37.50	$26.2132	$26.6458	$27.0854	$27.5324
GN8	7/1/2012	40.00	$25.6756	$26.0993	$26.5299	$26.9676
		37.50	$27.3873	$27.8392	$28.2986	$28.7655
	7/1/2013	40.00	$26.1891	$26.6213	$27.0605	$27.5070
		37.50	$27.9351	$28.3960	$28.8645	$29.3408
	7/1/2014	40.00	$26.7129	$27.1537	$27.6017	$28.0571
		37.50	$28.4938	$28.9639	$29.4418	$29.9276
GN9	7/1/2012	40.00	$26.7026	$27.1432	$27.5911	$28.0463
		37.50	$28.4828	$28.9528	$29.4305	$29.9161
	7/1/2013	40.00	$27.2367	$27.6861	$28.1429	$28.6073
		37.50	$29.0525	$29.5318	$30.0191	$30.5144
	7/1/2014	40.00	$27.7814	$28.2398	$28.7058	$29.1794
		37.50	$29.6336	$30.1224	$30.6195	$31.1247
GN10	7/1/2012	40.00	$28.1045	$28.5683	$29.0396	$29.5188
		37.50	$29.9782	$30.4728	$30.9756	$31.4867
	7/1/2013	40.00	$28.6666	$29.1396	$29.6204	$30.1092
		37.50	$30.5777	$31.0823	$31.5951	$32.1164
	7/1/2014	40.00	$29.2399	$29.7224	$30.2128	$30.7114
		37.50	$31.1893	$31.7039	$32.2270	$32.7587
GN11	7/1/2012	40.00	$30.6339	$31.1394	$31.6532	$32.1755
		37.50	$32.6762	$33.2154	$33.7634	$34.3205
	7/1/2013	40.00	$31.2467	$31.7622	$32.2863	$32.8190
		37.50	$33.3297	$33.8797	$34.4387	$35.0070
	7/1/2014	40.00	$31.8716	$32.3974	$32.9320	$33.4754
		37.50	$33.9963	$34.5573	$35.1275	$35.7071
GN12	7/1/2012	40.00	$31.5530	$32.0736	$32.6028	$33.1407
		37.50	$33.6565	$34.2118	$34.7763	$35.3501
	7/1/2013	40.00	$32.1841	$32.7151	$33.2549	$33.8035
		37.50	$34.3296	$34.8960	$35.4718	$36.0571
	7/1/2014	40.00	$32.8278	$33.3694	$33.9200	$34.4796
		37.50	$35.0162	$35.5939	$36.1812	$36.7782
GN13	7/1/2012	40.00	$32.8940	$33.4367	$33.9884	$34.5492
		37.50	$35.0869	$35.6658	$36.2543	$36.8525
	7/1/2013	40.00	$33.5519	$34.1054	$34.6682	$35.2402
		37.50	$35.7886	$36.3791	$36.9794	$37.5896
	7/1/2014	40.00	$34.2229	$34.7875	$35.3616	$35.9450
		37.50	$36.5044	$37.1067	$37.7190	$38.3414

Labor Pay Schedule

Grade	Date	Hours	Flat Rate
LN1	7/1/2012	40.00	$20.0350
	7/1/2013		$20.4357
	7/1/2014		$20.8444
LN2	7/1/2012	40.00	$21.1356
	7/1/2013		$21.5583
	7/1/2014		$21.9894
LN3	7/1/2012	40.00	$22.0941
	7/1/2013		$22.5359
	7/1/2014		$22.9867
LN4	7/1/2012	40.00	$23.4787
	7/1/2013		$23.9483
	7/1/2014		$24.4272
LN5	7/1/2012	40.00	$24.5911
	7/1/2013		$25.0829
	7/1/2014		$25.5846
LN6	7/1/2012	40.00	$25.0881
	7/1/2013		$25.5899
	7/1/2014		$26.1017
LN7	7/1/2012	40.00	$25.9875
	7/1/2013		$26.5073
	7/1/2014		$27.0374

Ungraded Positions

Classification	Hours	7/1/2012	7/1/2013	7/1/2014
Activity Specialist - Recreation	37.50	$24.6241	$25.1166	$25.6189
Business Manager- DPW/Water	37.50	$29.7569	$30.3520	$30.9591
Facilities Assistant - Recreation	37.50	$16.7927	$17.1285	$17.4711
Sr. Clerk Typist - DPW Admin	37.50	$23.1847	$23.6484	$24.1214
Superintendent of Fire Alarm	40.00	$31.9963	$32.6362	$33.2889

MEMORANDUM OF AGREEMENT

BETWEEN THE TOWN OF BROOKLINE AND LOCAL 1358, AFSCME

(Supplements the July 1,1983 - June 30,1984 Labor Contract Between the Parties)

The Town of Brookline and Local 1358, AFSCME, hereby agree to waive the provisions of Article XVII – Hours of Work and Overtime – of the present labor agreement between the parties as necessary in order implement the work schedule for office personnel voted by the Board of Selectmen on January 3, 1984 without incurring overtime pay.

In order to permit the revised schedule, Local 1358 hereby agrees that the daily shift of Unit B employees in Town offices scheduled in accordance with the January 3,1984 schedule shall be 8 ¼ hours per day with a ¾ lunch period on Mondays through Thursdays and 4 ½ hours on Fridays with no lunch period except as noted below. No overtime pay liability shall be incurred by the Town until hours actually worked in any day or week exceed the above except as noted below.

It is agreed that the Town Hall switchboard will be manned by a qualified person from the bargaining unit selected by the Town during the hours of 8 AM – 5 PM Monday through Friday. Employees assigned to such work on a regular or relief basis shall work an average of 37 ½ hours per week and may be assigned to work five 8 ¼ hour days in any week when necessary without overtime pay liability provided that they receive compensatory time off in the next week or at some other reasonable time of their choice.

It is further agreed that nothing herein shall prevent rescheduling of hours in departments on a seasonal or event oriented basis for such purposes as voter registrations, receipt of tax payments, program registrations, etc.

Each day of the week will be regarded as a full day for purposes of charges to leave.

Saturday legal holidays will be scheduled, to the maximum extent practicable, for observance on Mondays by office personnel scheduled on modified workweeks.

Treatment of holidays occurring on Friday will be negotiated in the future to ensure that the present holiday benefit is not diminished by the application of the above schedule.

This Agreement shall take effect upon execution of this Memorandum and shall continue in effect through June 30, 1984 and shall automatically renew itself from year to year thereafter unless either party hereto shall, at least sixty (60) days prior to July 1, 1984, or at least sixty (60) days prior to the expiration of any yearly period thereafter, give to the other party written notice of its intention to modify or terminate this Agreement. Within fifteen (15) days of receipt of such notification by either party, a conference will be held for the purpose of such amendment or modification.

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

TOWN OF BROOKLINE

By: S / Stephen B. Goldenberg
Stephen B. Goldenberg
Chairman, Board of Selectmen

By: S / Barbara P. Pastan
Barbara P. Pastan
Chairman, Board of Selectmen

By: S / Gerard J. Hayes
Gerard J. Hayes
Personnel Director

LOCAL 1358, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

By: S / Joseph M. Bonavita
Joseph M. Bonavita
Executive Director
AFSCME Council 93

By: S / Anthony J. Caso
Anthony J. Caso
Executive Director
AFSCME Council 93

By: S / Francis Moroney
Francis Moroney
President
Local 1358, AFSCME