

LABOR AGREEMENT

between

THE TOWN OF BROOKLINE

and

**BROOKLINE ENGINEERING DIVISION ASSOCIATES
(BEDA)**

JULY 1, 2009 - JUNE 30, 2012

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AGREEMENT

This AGREEMENT entered into this 20th day of May, 2011, by and between the TOWN OF BROOKLINE, hereinafter referred to as the "Employer" and the Brookline Engineering Division Associates, hereinafter referred to as the "Association", has as its purpose the promotion of harmonious relations between the Employer and the Association, 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 Association as the sole and exclusive bargaining agent with respect to wages, hours and working conditions for all employees with six or more months of continuous service in each of the following job classifications:

<u>Grade</u>	<u>Title</u>	<u>Grade</u>	<u>Title</u>
E-2	Permit Inspector	E-5	Civil Engineer V
E-3	Civil Engineer III		Project Coordinator
E-4	Civil Engineer IV		Environmental Engineer
	Transportation Engineer		

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 Association or changing any condition contained in this agreement.

The Association shall be responsible for representing the interests of all employees in the bargaining unit without discrimination and without regard to Association 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 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 Association 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; suspend; demote; discharge; and to relieve employees from duty because of insufficient funds. The forgoing must be exercised in accordance with Chapter 31 of the General Laws of the Commonwealth of Massachusetts.
- (b) The employer shall have the freedom of action to determine the methods, the means and the personnel for all operations, including the scheduling of operations, the methods and materials to be used, and the extent to which its own or other facilities and/or personnel shall be used. The Employer must take whatever action is necessary to carry out its work in emergency situations. The Employer shall select and determine the number and types of employees required and shall assign work to such employees in accordance with requirements determined by 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 Association membership dues from those employees who individually authorize such deductions on an appropriate form. The Employer will remit all sums deducted to the Treasurer of the Association 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 Association 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

Civil Service

The Employer and the Association shall recognize and adhere to all Civil Service Rules and Regulations relative to seniority, promotions, transfers, discharges and suspensions.

Effective July 1, 2006 the Association agrees that Article IV, "Civil Service" will be deleted from the parties' agreement. The parties understand that those civil service positions within the bargaining unit will remain in civil service until such time as they are removed from civil service by vote of Town Meeting with approval of the State Legislature or by an action of the State Legislature. In the event that the positions in the bargaining unit are removed from Civil Service, BEDA agrees that the Town has met any impact bargaining associated with such a change.

ARTICLE V

Notification To Employees Removed From Payroll

The Department Head, on a form provided for that 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 VI

Part-Time Employment

It is agreed that employees may accept part-time engineering employment with employers other than the Town of Brookline provided that:

1. The work is not to be performed within the Town of Brookline.
2. The work is not to be performed anywhere in the employ of a firm under contract to or bidding to perform work for the Town of Brookline.
3. The work does not constitute a conflict of interest or give the appearance thereof.

ARTICLE VII

Physical Examinations

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

Periodic physical examinations by the Town 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 reexamination including chest x-ray examination, such periodic examinations to be set up by the Human Resources Board or Board of Selectmen.

ARTICLE VIII

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.

ARTICLE IX

Temporary Promotions

When an 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.

ARTICLE X

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 six months 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 six months, 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 by both the appointing authority and the Human Resources Board.

ARTICLE XI

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) Length of Vacation. 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' continuous service, one work day for each full calendar month employed.

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

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

For at least ten years' continuous 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 and/or emergency service with the Town prior to the date of the initial permanent or provisional appointment provided that all such prior service was continuous and uninterrupted up to the date of permanent or provisional appointment.

(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 workdays 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 30.

- (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) 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.
- (h) Terminations. Persons who are eligible for earned vacation leave under these rules, whose services are terminated by lay-off, resignation, dismissal, through no fault or delinquency of their own, by retirement, by entrance into the armed forces or by death, shall be granted a vacation with pay as earned in the vacation year prior to such termination, and in addition that proportion, if any, of their vacation earned by actual service in the vacation year during which said termination occurred, up to and including the last full calendar month of employment prior to termination. Vacation leave with pay shall not be granted any employee who is discharged or suspended for a cause.
- (i) 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.
- (j) Vacation Leave Other Than Brookline. Unused vacation leave earned in any other municipality or with the Commonwealth shall not be transferable to Brookline.
- (k) 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.
- (l) 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.
- (m) Maximum Vacation Accrual. Vacation leave may be accrued up to a maximum of six weeks at the option of an employee. Department heads may authorize an additional two weeks accrual of vacation. No employee may have more than eight weeks accrued vacation without the approval of the Human Resources Board.

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 XII

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 of the Town 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 accumulate such days without limit.
- (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 days for each full calendar month worked during the first calendar year of their employment.
- (e) Former Employees. Former employees reemployed or reinstated more than three years after 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.
- (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.

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 shall complete and file the Town of Brookline Accident Report Forms as soon as practicable after any injury. Such employee shall also report to the Occupational Health Nurse/Case Manager as soon as practicable after any injury and as often thereafter as may be determined by the Occupational Health Nurse/Case Manager.

Employees injured on the job and who are expected to return to full duty in their regular classification in a reasonable time may be assigned to perform any duties within the Engineering/Transportation Division that the Occupational Health Nurse/Case Manager determines to be within their capability. Any employee so assigned shall receive his or her regular rate of pay.

- (j) Certificates. For the protection of the Town, the Department Head may require the presentation of a doctor's certificate in connection with a claim for sick leave, and may, if it is deemed advisable, send a doctor to investigate any absence alleged to be caused by illness.

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

- (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 at the Brookline Occupational Health Clinic 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 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 \$5,000.00.

- (n) Personal Leave.

- (i) Based on his attendance record for the previous calendar year, an employee, who was hired on or before June 30, 2011, is eligible for Personal Leave. Such an employee who uses from 0-2 days sick leave is eligible for 3 days Personal Leave; such an employee who uses 3-4 days sick leave is eligible for 2 days Personal Leave; and such an employee who uses 5-6 days sick leave is eligible for one 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.

- (ii) 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.

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 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.

Employees, at their option, may cash in at straight time pay part or all of the Personal Leave earned under this section.

- (o) Provisional Employees. For purposes of sick leave, provisional employees in permanent positions shall be treated as permanent employees.
- (p) 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.

ARTICLE XIII

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 fee 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 shall be entitled to a leave of absence without pay and without loss of Civil Service rights during such attendance.

- (d) 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. 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.

Effective July 1, 2003, upon evidence satisfactory to the appointing authority of the death of an employee's wife, husband, son or daughter the employee may be granted a leave of absence with pay to the extent necessary but not to exceed five (5) working days.

- (e) Leave to Attend Association Conventions. An employee may be granted a leave of absence with pay while attending a convention of an employee Association as an officer, delegate or alternate delegate. (C. 233, Acts of 1963)
- (f) 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)
- (g) 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, four days of 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 (2) 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 (1) day of Personal Leave per year in addition to any such leave provided above. These 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.

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

ARTICLE XIV

Hours of Work and Overtime

- (a) Hours of Work. The regular weekly work schedule for permanent employees shall consist of five (5) consecutive seven and one-half (7½) hour days in accordance with current schedules exclusive of an unpaid one hour lunch period. Friday afternoon staffing in the Engineering office from 12:30 P.M. to 5:00 P.M. shall consist of at least one unit employee. Such employee(s), if working the modified work schedule provided in **Appendix B** of this agreement, shall receive compensatory time off, equal to the time worked, which may be taken off at a time agreed to by the department head and the employee.

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 the Department.

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

The work schedule shall provide for a fifteen (15) minute paid rest period (coffee break) at the job site during each half of the employees regular scheduled work day.

- (b) Overtime. The work day 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 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, and with the exception noted below, 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 the overtime worked and shall make such records available to the Association 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 area 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. A man 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.

A man called in on an unscheduled day is treated as follows:
The unscheduled day shall be divided into three shifts:

8 A.M. to 4 P.M., 4 P.M. to 12 Midnight, 12 Midnight to 8 A.M. 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 a man is called in again on a later shift, he shall receive an additional 4 hours pay at straight time. E.g., a man called in at 10 A.M. on an unscheduled day is guaranteed 4 hours pay at straight time. If the same man 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 insure payment of overtime within two weeks of the overtime. In assigning overtime work the Employer may give preference to employees who have good attendance records. Overtime work that would have been assigned to an employee but was not due to a poor attendance record shall be considered as time worked in determining the equitable distribution of overtime.

The provisions of Appendix B, herewith attached, shall remain in effect during this agreement.

ARTICLE XV

Holiday Pay Treatment

(a) Legal Holidays. There shall be twelve paid holidays.

Bunker Hill Day shall be deemed a "floating" holiday. The Engineering/Transportation Division shall operate as a regular day on Bunker Hill Day, and employees shall receive the holiday time off at a time mutually agreed upon by the employee and the Director of Engineering. This holiday to be used between June 17 and December 31.

The following eleven 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, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day. All legal holidays falling on a Sunday shall be celebrated on Monday. 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, 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 Holiday Falling Within the Regular Monday to Friday Schedule. An employee who works on 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) 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 XVI

Compensation

- (a) Wages and Step Increases. Compensation for all classifications for the period July 1, 2009 through June 30, 2012 shall be in accordance with **Appendix A.**

General Wage Increases:

Effective July 1, 2009 -	0.00%
Effective July 1, 2010 -	1.50%
Effective July 1, 2011 -	1.00%
Effective Jan. 1, 2012 -	0.50%

Direct Deposit: All employees shall designate an account(s) to which the Town shall 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.

- (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 July 1st shall be paid a longevity payment of \$675.00. Employees with fifteen to twenty years of service as of July 1st shall be paid a longevity payment of \$825.00. Employees with twenty to thirty years of service as of July 1st shall be paid a longevity payment of \$975.00. Employees with thirty or more years of service as of July 1st shall be paid a longevity payment of \$1,125.00. Such payment shall be lump sum in nature and shall be rendered to all eligible on any single, reasonable date after July 1st.
- (d) Data. The Town and BEDA agree that as part of the successor bargaining process the parties will gather salary and benefits data from comparable public sector agencies for the purpose of reviewing and evaluating existing classification and compensation.

- (e) Professional Stipend: A professional stipend shall not apply to any Board Registration that is a minimal qualification for a position. No employee shall receive more than one stipend in any one fiscal year. The stipend shall be paid annually on or about July 1 of each year. Effective on July 1, 2011, the following stipends shall apply for the following positions:

Position	Qualifying Board Registration	Stipend Amount
Civil Engineer III	Engineer in Training (EIT)	\$250
Civil Engineer III	Professional Engineer (PE)	\$500
Civil Engineer IV	Professional Engineer (PE)	\$500

ARTICLE XVII

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 any employee in the bargaining unit after discussing same with the Director of Engineering/Transportation Division.
- (b) The Employer agrees to notify the Association of all grievances. The Association may be represented at all hearings and will be furnished copies of all decisions.
- (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.
- (d) Grievances, as defined in Section (a) of this article, shall be settled in the following manner:

Step 1. The employee shall take up the grievance in writing with the Director of Engineering/Transportation within three (3) calendar days of the date of the occurrence of the grievance. A copy of the grievance shall be presented to the Human Resources Director on the same day as it is presented to the Director of Engineering/Transportation. The Director of Engineering/Transportation must render a decision in writing within five (5) calendar days after the receipt of the grievance unless it is mutually agreed by the participants that additional time to answer be allowed.

Step 2. If the grievance has not been settled at Step 1, it must be presented in writing to the Commissioner of Public Works within seven (7) calendar days after the Step 1 response is received. The Commissioner of Public Works must render a decision in writing within seven (7) calendar days after receipt of the grievance unless it is mutually agreed by the participants that additional time to answer be allowed.

Step 3. If the grievance has not been settled at Step 2, it must be presented in writing to the Human Resources Board within seven (7) calendar days after the step 2 response is received. The Human Resources Board must render a decision in writing within fifteen (15) calendar days after receipt of the grievance unless it is mutually agreed by the participants that additional time to answer be allowed.

Step 4. If the grievance has not been settled at Step 3, it may be submitted to arbitration in the following manner:

The party desiring arbitration shall serve written notice thereof upon the other party within ten (10) calendar days after the Step 3 decision is due. The parties shall then mutually designate an arbitrator to hear the case. If no such mutual designation is made within five (5) calendar days after the service of the written notice, either party may request the American Arbitration Association not later than fifteen days following the written notice of request for arbitration 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) calendar days after the hearing. The arbitrator's 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 recommendation on its merits.

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

ARTICLE XVIII

No Strikes

- (a) The term "strike", whenever 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 Association 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 Association 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 Association 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 Association to the employees involved in any such strike shall be given simultaneously by the Association to the Employer.

In any event, the Employer may, upon 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.

ARTICLE XIX

Group Insurance

- A. Group Health Insurance. In accordance with Massachusetts General Laws only those employees who are regularly scheduled to work twenty (20) or more hours per week shall be eligible for group health insurance.

The parties agree that the Town will provide group health insurance to employees regularly scheduled to work twenty (20) or more hours per week within BEDA as is offered to other union employees, including the group health insurance plans, carriers, providers, benefits, coverages, deductibles, premiums, premium contributions, co-payments, and prescription co-payments that are offered to other union employees. The Town may make changes in coverage, consistent with changes made to group health insurance offered to other union employees, without any further negotiations after giving BEDA 30 days notice of the change. (Refer to Appendix C for current coverage)

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

The Town and the Association will look to the Health Care Advisory Committee as the forum for labor and management collaboration on the possible expansion of benefits. The Association and the 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.

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

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.

B. Life Insurance. Effective January 1, 2009, 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 current \$5,000 life insurance amount.

ARTICLE XX

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 Association shall have the right to post routine Association 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 XXI

Human Resources Bylaw Provisions

Except as altered, amended or superseded by this Agreement, it is understood that all provisions of the Human Resources Bylaw remain in force and shall be observed.

ARTICLE XXII

Agency Service Fee

- (1) Effective July 1, 1974, and subject to the exceptions set forth below in paragraph four of the article, employees who are in the bargaining unit represented by the Association and who are not members of said Association shall be required to pay said Association an agency service fee not to exceed the amount of annual dues paid by members of said Association as a continuing condition of employment provided that the conditions of Section 1 of Chapter 463, Acts of 1970 have been complied with.
- (2) The collection of the agency service fee shall be the responsibility of the Association.
- (3) 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 the Association. The Association 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.
- (4) Permanent employees of the Town as of July 1, 1974 shall not be required to pay the agency service fee except that those employees who are dues paying members of the Association on July 1, 1974 and who subsequently terminate their membership shall be required to pay the fee.

ARTICLE XXIII

Education Reimbursement

An Education Reimbursement program is established for permanent, full-time employees. The Town will appropriate the sum of \$5,000 per fiscal year for this program for costs related to obtaining and/or maintaining relevant degrees, licenses, certificates and permits, or that further relevant knowledge base or skills as provided herein. Effective July 1, 2005 this amount will increase to \$10,000. The maximum benefit per employee shall not exceed \$1,000 in any one fiscal year. However, if the available funds have not been committed by April 1st, an employee may apply for additional funds. The program will be available to reimburse employees for the education cost of approved civil engineering, construction, or other work-related courses that have been successfully completed on personal time. To receive education reimbursement, the employee must obtain approval from the Commissioner of Public Works or his/her designee prior to commencement of the course. The determination of the Commissioner of Public Works or his/her designee shall be final and not subject to the grievance and arbitration procedures in this Agreement. No payments shall be made for books, fees, transportation, etc. To receive such reimbursement an employee must have successfully completed the course and is required to commit to continuing work for the Town for a period of not less than six (6) months after receipt of the education reimbursement. Each reimbursement obligates the receiver to not less than six months future service or a 100% pay back of the reimbursement. If more employees request reimbursement than there are funds available in a fiscal year, the Town and BEDA will meet to discuss an equitable distribution of such funds.

ARTICLE XXIV

Labor/Management Committee

- (a) In order to provide a means for continuing communications between the parties and for promoting a climate of constructive employee relations, a Labor/Management Committee shall be established consisting of the Public Works Commissioner or Director of Engineering/Transportation, the Human Resources Director and two representatives of the Association.

- (b) The Committee shall meet at least once each calendar quarter. Such meeting shall not be for the purpose of discussing pending grievances or for the purpose of conducting negotiations on any subject. The topics discussed shall relate to the general application of this Agreement and to other matters of mutual concern including improvement of Employer/Employee relations and improvement of productivity.

ARTICLE XXV

Anti-Discrimination and Affirmative Action

- (a) The Town and the Association agree to continue the program of non-discrimination against employees covered by this Agreement on account of race, religion, creed, color, national origin or sex.
- (b) The Labor/Management Committee established pursuant to Article XXIV shall give priority to the area of affirmative action. The Committee, in cooperation with the Human Relations/Youth Resources Commission, shall review affirmative action programs and shall devote its best efforts to alleviating any obstacles that are found to exist to the implementation of the Town's approved affirmative action plans.

ARTICLE XXVI

Supervisory Training

No employee shall be promoted to a supervisory position on a permanent basis unless he or she has successfully completed training in management and supervision as required by the Town. Employees already permanently assigned to supervisory positions shall complete such training as soon as possible.

ARTICLE XXVII

Use of Town Recreation Facilities

Use of Town Recreation facilities will be in accord with the conditions approved by the Brookline Park and Recreation Commission.

ARTICLE XXVIII

Safety Shoes

The Town will select and provide one pair of safety shoes each year to employees regularly assigned to field inspection/surveying operations. Wear of the safety shoes is mandatory at all times when engaged in inspection/surveying operations.

ARTICLE XXIX

Miscellaneous Working Conditions

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

ARTICLE XXX

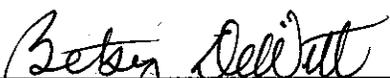
Term of Agreement

This Agreement shall take effect as of July 1, 2009 and shall continue in effect through June 30, 2012, and shall automatically renew itself from year to year thereafter unless either party hereto shall, at least sixty (60) days prior to July 1, 2012, 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.

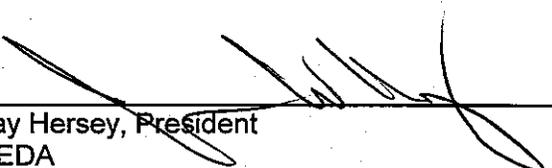
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the day and year first above written.

For the Town of Brookline:

For the Association:



Betsy DeWitt
Chairman, Board of Selectmen



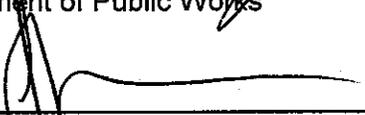
Jay Hersey, President
BEDA



Andrew Pappastergion, Commissioner
Department of Public Works



Bill Smith, Treasurer



Sandra DeBow, Director
Human Resources Office

APPENDIX A

Engineering Classifications Pay Schedule

1. Effective July 1, 2008, the Town shall adjust the current Step Three of the BEDA pay plan to be the Step One of such pay plan. Each subsequent step shall be adjusted accordingly to maintain the eight-step pay plan and any member located on a Step Three or higher shall be adjusted to maintain their current salary amount, including any appropriate contractual wage increases. Employees currently on the first and second step will be placed on the newly adjusted first step.

<u>Grade</u>	<u>Date</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
EN-02	7/1/2009	\$25.6083	\$26.0641	\$26.5282	\$27.0004	\$27.4809	\$27.9701	\$28.4679	\$28.9746
	7/1/2010	\$25.9924	\$26.4550	\$26.9261	\$27.4054	\$27.8931	\$28.3896	\$28.8949	\$29.4092
	7/1/2011	\$29.6650	\$30.1930	\$30.7306	\$31.2777	\$31.8343	\$32.4009	\$32.9776	\$33.5646
	1/1/2012	\$29.8133	\$30.3439	\$30.8842	\$31.4340	\$31.9934	\$32.5629	\$33.1424	\$33.7324
EN-03	7/1/2009	\$30.6804	\$31.2379	\$31.7940	\$32.3600	\$32.9358	\$33.5223	\$34.1189	\$34.7263
	7/1/2010	\$31.1406	\$31.7064	\$32.2709	\$32.8454	\$33.4298	\$34.0251	\$34.6306	\$35.2471
	7/1/2011	\$31.4520	\$32.0234	\$32.5936	\$33.1738	\$33.7640	\$34.3653	\$34.9769	\$35.5995
	1/1/2012	\$31.6092	\$32.1835	\$32.7565	\$33.3396	\$33.9328	\$34.5371	\$35.1517	\$35.7774
EN-04	7/1/2009	\$34.4667	\$35.0802	\$35.7046	\$36.3401	\$36.9871	\$37.6240	\$38.2937	\$38.9753
	7/1/2010	\$34.9837	\$35.6064	\$36.2401	\$36.8852	\$37.5419	\$38.1883	\$38.8681	\$39.5599
	7/1/2011	\$35.3335	\$35.9624	\$36.6025	\$37.2540	\$37.9173	\$38.5701	\$39.2567	\$39.9554
	1/1/2012	\$35.5101	\$36.1422	\$36.7855	\$37.4402	\$38.1068	\$38.7629	\$39.4529	\$40.1551
EN-05	7/1/2009	\$36.6534	\$37.3059	\$37.9699	\$38.6458	\$39.3339	\$40.0339	\$40.7465	\$41.4717
	7/1/2010	\$37.2032	\$37.8654	\$38.5394	\$39.2254	\$39.9239	\$40.6344	\$41.3576	\$42.0937
	7/1/2011	\$37.8068	\$38.4797	\$39.1646	\$39.8617	\$40.5715	\$41.2700	\$42.0046	\$42.7522
	1/1/2012	\$37.9958	\$38.6720	\$39.3604	\$40.0610	\$40.7743	\$41.4763	\$42.2146	\$42.9659

APPENDIX B

The Town of Brookline and the Brookline Engineering Division Associates, hereby agree to waive the provisions of Article XIV - Hours of Work and Overtime - of the present labor agreement between the parties as necessary in order to implement a modified work schedule for office personnel without incurring overtime pay obligations.

In order to permit the revised schedule, the Brookline Engineering Division Associates hereby agree that the daily shift of office employees shall be $8\frac{1}{4}$ hours per day and the regularly scheduled workweek of such employees shall be an average of $37\frac{1}{2}$ hours per two week period. No overtime pay liability shall be incurred by the Town until hours actually worked in any day or in any two week period exceed the above.

Each employee shall be entitled to take off a three and three quarter ($3\text{-}3/4$) hours period of time each week, in addition to lunch periods, at a time mutually agreed to by the employee and his/her supervisor. To the maximum extent possible, this time shall be on Friday afternoons.

The present procedures for establishing and changing work schedules of employees assigned to field duties shall not be affected by this agreement.

APPENDIX C

Single Carrier Health Insurance

The Association acknowledges that the Town has given BEDA notice of a proposed change to a single carrier effective July 1, 2004 or as soon as practicable thereafter and that the Town may provide group health insurance through a single carrier (Blue Cross/Blue Shield) for eligible employees with the following riders:

HMO BLUE:

Office Visit Co-payment (\$5)
Emergency Room Co-payment (\$25)
Prescription Co-payments: #13-334
Student To Age 26: #12-010
Chiropractic Services: #18-001

BLUE CHOICE:

Office Visit Co-payment (\$5)
Emergency Room Co-payment (\$25)
Prescription Co-payments: #13-334
Student To Age 26: #12-010
Chiropractic Services: #18-309

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