

LABOR AGREEMENT

Between

THE TOWN OF BROOKLINE

and

BROOKLINE POLICE UNION

Local #1959

I.U.P.A., AFL-CIO

July 1, 2003 - June 30, 2006

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AGREEMENT

This Agreement entered into this 3rd day of August, 2004 by and between the Town of Brookline, hereinafter referred to as the "Town", and the Brookline Police Union, Local #1959, hereinafter referred to as the "Union", having as its purpose the promotion of harmonious relationship between the Town and the Union and 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 Town recognizes the Union as the sole exclusive bargaining agent with respect to wages, hours, and other conditions of employment, for employees in the following job classifications: Patrol Officer, Police Sergeant, Police Lieutenant and Police Captain.

Effective July 1, 2004, the Town may implement its Executive Officer position and if implemented, the first and any subsequent appointment will be made from the rank of Captain in the Brookline Police Department to the position of Executive Officer. The Executive Officer position is a confidential and managerial position and is excluded from the bargaining unit.

Effective July 1, 2004, the Town may implement its Public Safety Business Manager position and utilize a civilian Public Safety Business Manager to perform the duties described in the Public Safety Business Manager position description.

ARTICLE II

Definitions

The words "employee" and "employees", as hereinafter used in this Agreement, refer only to such employees as fall within the collective bargaining unit described in Article I.

ARTICLE III

Management Rights

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

- (a) Among the Management Rights that are vested with the Town are the following: the right to hire, promote, and transfer, the right for just cause to give written reprimands, suspend, demote, discharge, or otherwise discipline, and the right to relieve employees from duty because of insufficient funds. Just cause shall not apply to verbal warnings and verbal reprimands or to probationary employees.
- (b) The Town 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 Town must take whatever action is necessary to carry out its work in emergency situations. The Town shall select and determine the number and types of employees required, and shall assign work to such employees in accordance with requirements determined by the Town and shall establish and change work schedules as necessary.

ARTICLE IV

Check-Off

- a) In accordance with Chapter 180, Section 17A of the General Laws of the Commonwealth of

Massachusetts, the Town shall deduct from earned wages, periodic Union membership dues from those employees who individually authorize such deductions on an appropriate form. The Town 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 (10th) day of the succeeding month.

- b) The Union shall indemnify and save the Town harmless against any claims, demand, suit or other form of liability that may arise out of or by reasons of action taken by the Town for the purpose of complying with this Article.
- c) Every employee in the bargaining unit covered by this agreement shall be required to be a member of the Brookline Police Association or pay an agency service fee as a condition of continued employment. The amount of the agency service fee shall be determined by the Union in accordance with the applicable ruled and regulations of the Massachusetts Labor Relations Commission.
- d) The Town shall also permit the deduction of agency service fees from an employee who executes the necessary forms as required by law.
- e) No action shall be taken by the Town against any employee who fails to pay an agency fee except upon specific written complaint by the Union. The Union agrees to indemnify and hold 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.

ARTICLE V

Union Representatives

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

ARTICLE VI

Sick Leave

1. **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.

2. **Permanent Employees** - All permanent employees of the Brookline Police Department shall be entitled to sick leave with the exceptions noted below, at the rate of fifteen (15) working days per calendar year credited on January first of each calendar year starting on January first of the year following employment and to accumulate such days without limit. Effective July 1, 1993, the maximum sick leave entitlement shall be fourteen (14) working days per calendar year.

3. **New Employees** - All new permanent employees shall be credited with one and one quarter (1 1/4) 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 during the first calendar year of their employment.

4. **Former Employees** - Former employees reemployed or reinstated more than three (3) years after a termination of service shall not be allowed unused 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.

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

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

Such notice should be given, if possible, not less than one-half (½) hour before the starting time of the employee's normal tour of duty.

7. Certificates - The Chief is authorized to demand a doctor's certificate (copy attached at Appendix A) from an employee who is absent three or more consecutive days or whose pattern of absences of single days reasonably raises a suspicion of an abuse of sick leave. The doctor's certificate shall specifically state the nature of the illness, the time or times of the employee's consultation with the doctor and the prognosis for his or her ability to return to work. The Town will reimburse the employee for any medical expenses (such as a co-payment) associated with his or her obtaining the doctor's certificate. If the employee fails to submit the certificate, the Town shall be entitled to refuse payment of sick leave and/or take such other disciplinary action as may be reasonable under the circumstances. At all times the Town's and/or the Chief's actions shall be reasonable.

8. 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, employees 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 fourteen (14) days.

9. Termination of Service - Upon termination for any reason other than discharge 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.

10. Personal Leave (Also See Article XIV - Other Leave) - Based on his/her attendance record the previous calendar year, an employee is eligible for personal leave. An employee who uses from 0-2 days sick leave is eligible for three (3) days personal leave; an employee who uses from 3-4 days sick leave is eligible for two (2) days personal leave, and an employee who uses from 5-6 days sick leave is eligible for one (1) day of personal leave.

The leave may be taken for any reason but the Chief must have at least one calendar week's notice of such leave and if the Chief 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. At the employee's option, a day's pay at straight time may be requested in lieu of each day of personal leave earned under this section. Personal leave not taken in time-off or pay during the calendar year will be added to the employee sick leave bank. On termination due to retirement or death, unused personal leave shall be treated as sick leave for purposes of sick leave cash-in.

Effective July 1, 1989, except during the period specified in paragraph 3, Article XIII - Vacations - personal leave days ("A days") shall be granted to two officers per shift subject to at least two days notice. Requests will be acted on in the same order as received.

11. Town - Union Cooperation In Use of Sick Leave - It is recognized that excessive use of sick leave may be the cause for disciplinary action up to and including discharge.

The Union agrees to assist the Town in preventing the abuse of sick leave. To this end, the Chief of Police shall in January and July of each year post the current status of each member's sick bank.

12. Treatment of Injured Employees - A. Employees injured in the line of duty and who cannot perform full

duty because of such injury shall, to the extent possible, be assigned by the Chief of Police to perform duties in the department consistent with their physical condition provided that they are expected to return to full duty within a reasonable time. Although priority must be given to all line of duty injury cases under this section, the Chief may thereafter consider employees injured off the job for assignment on a similar basis as employees injured in the line of duty.

B. For officers injured in the line of duty, medical determinations relative to an officer's return to full or modified duty from injury leave status shall be made by the Town of Brookline Occupational Health Physician who shall consider the opinion of the officer's treating physician, provided the officer's treating physician renders an opinion for review in a timely fashion. If the Occupational Health Physician and the treating physician disagree, then the two physicians shall agree upon a third physician, who shall be board certified in the specialty most appropriate to the officer's injury, to render an opinion which the parties agree to accept. If the officer's treating physician fails to participate in the selection of a third physician within three (3) weeks of such a request, then the Town may proceed on the basis of the Occupational Health Physician's selection of a third physician.

C. If an employee is placed on sick leave status and subsequently retires on a disability pension on the basis of a heart disability arising out of the circumstances requiring the use of such sick leave, the employee will then be credited with the amount of sick leave used prior to retirement for purposes of the sick leave reimbursement benefit in Section 9 of Article VI.

13. Sick Leave Reduction Incentive Plan - Employees are authorized to cash in annually, at 50% of base pay, the following number of sick leave days provided that the department average sick leave use is 9.0 days or less:

- 5 days if annual sick leave use is 0-3 days
- 4 days if annual sick leave use is 4 days
- 3 days if annual sick leave use is 5 days
- 2 days if annual sick leave use is 6 days
- 1 day if annual sick leave use is 7 days

If the department average sick leave use exceeds 9.0 days in any calendar year, no payments will be made unless sick leave experience improves sufficiently over the next six months so that the retrospective 18 month sick leave average is 9.0 days or less, in which case the payments will be made on a delayed basis.

The first payments under this plan, provided that the above conditions are met, will be in January of 1992 for the period January 1, 1991 - December 31, 1991.

ARTICLE VII

Hours of Work

Tours of duty shall be scheduled on a basis of four (4) consecutive days on "on duty" and two (2) consecutive days of "off duty" as approved by the Chief of Police except as noted below.

There shall be three (3) tours of duty (work shifts) as follows:

The hours of the first tour of duty shall be from 11:30 P.M. on one day to 7:30 A.M. of the following day (this tour being sometimes referred to as the "Last Half" or the "Morning Watch").

The hours of the second tour of duty shall be from 7:30 A.M. to 3:30 P.M. of the same day (this tour being sometimes referred to as the "Day Watch"). Effective January 28, 1985 this second tour of duty shall be extended by ten minutes so that the hours shall be 7:20 A.M. to 3:30 P.M.

The hours of the third tour of duty shall be from 3:30 P.M. to 11:30 P.M. of the same day (this tour being sometimes referred to as the "First Half" or "Evening Watch").

There shall be three (3) platoons as follows:

Platoon 1 is the Day Platoon assigned to the 7:30 A.M. to 3:30 P.M. tour. (7:20 A.M. to 3:30 P.M. effective January 28, 1985)

Platoon 2 is a Night Platoon assigned to the First Half or Evening Watch that is, 3:30 P.M. to 11:30 P.M. of the same day.

Platoon 3 is a Night Platoon assigned to the Last Half or Morning Watch, that is, 11:30 P.M. of one day to 7:30 A.M. of the following day.

Platoons 2 and 3 alternate on tours of duty No. 1 and No. 3 as follows: first tour - Morning Watch; second tour - Evening Watch; third tour - Morning Watch; fourth tour - Evening Watch; to be followed by two consecutive days off, with a return to work on a Morning Watch.

Effective on or about November 1, 2000, for the Patrol Division only, the following straight shifts will become effective:

- (i) Straight shifts selected by seniority for patrol officers, sergeants, and lieutenants in the patrol division.
- (ii) Annual bidding by seniority for shifts (not assignments) on or about November 1st.
- (iii) Officer(s) leaving a Specialist Assignment and returning to the Patrol Division would be required to wait until the next open bidding period for shift selection. In the interim the Chief shall assign them to a vacant position.
- (iv) Two weeks notice to officer in a Specialist assignment who is being reassigned to the Patrol Division, unless the Chief and the Officer agree to less notice, or unless there is an extraordinary situation or an emergency which requires that the reassignment occur within two weeks; in such a situation, the Chief will provide as much notice as is practical under the circumstances.
- (v) Except as provided in (iii) above, vacancies in the patrol division that the Town seeks to fill shall be filled by seniority.

1. Annual Bidding. After the initial implementation of straight shifts on or about November 1, 2000, annual bidding shall occur once per year commencing on or about November 1, 2001 and each November 1st thereafter. The bidding process will end on or about November 22nd. The Town will post the shift and assignment for each officer on or before December 10th. (The Town may post the shifts prior to posting the assignments.) Shift changes as a result of annual bidding will occur on the first Monday in January after January 1st.

2. Probationary employees. The Town will provide the following training to probationary employees:

- (a) one week of in-house training;
- (b) 12-weeks of training in 2-officer cars. Such officers are counted as part of the manning. This 12-week period includes a 1-week period of rotation among the various divisions for each probationary employee;
- (c) 13 weeks on first and/or last halves. Such officers are counted as part of the manning. Such officers may work on their own during this period.

The content of the training is determined by the Chief.

The Chief shall post vacancies equal to the number of probationary officers who have, in the Chief's

determination, successfully completed the initial training periods described above. Such vacancies shall be posted for shifts determined by the Chief. Officers in the patrol division may bid on these vacancies. This process shall be referred to as the shuffle. No shuffle will occur if the training is completed within 60 days prior to the next annual bidding on or about November 1st. In such a situation, the Chief shall assign the probationary officers to the vacant positions, which shall be available for bid at the next annual bidding.

If the Chief determines that any probationary officer requires remedial training after completing the initial training period described above in (a), (b), and (c), the Chief in consultation with the Captain and a designee of the Union may develop a remedial training program for the employee known as an individual training program ("ITP") and this employee shall remain in training under the ITP. The Chief may assign the employee to a shift(s) and/or division(s) as he deems necessary for the remedial training. The parties understand and agree that no probationary employee is entitled to remedial training and that such an employee may be terminated at any time. The Chief's determination that an employee be placed in an ITP is not subject to the grievance and arbitration procedure in the parties' agreement.

Probationary employees cannot participate in the annual bidding process.

3. Relief Lieutenants. The Town may require up to two lieutenants to remain on split shifts rather than straight shifts. Such lieutenants shall be selected by seniority through the annual bidding process and shall be known as relief lieutenants. A lieutenant permanently assigned to the position of relief lieutenant, working a split shift, shall receive a weekly differential of \$75.00 included in their base pay. Such differential shall not be paid to any officer who is not permanently assigned to the position of Relief Lieutenant including, but not limited to, officers working out of classification as relief lieutenants and other lieutenants covering for the relief lieutenants.

The Chief of Police has the right to make temporary variations from the above described scheduling when, in his judgment, any emergency situation warrants the same. Except with respect to such temporary emergency variations, the Chief of Police will not make any major changes in the above described scheduling without first consulting with the Union.

Certain assignments in all divisions require more typical five consecutive day work schedules as opposed to "four on-two off" schedules. Officers in such assignments shall work a modified schedule consisting of two weeks of "five on-two off" followed by one week of "four on-three off", and repeating.

The tours of duty for personnel in special units may be scheduled to start at times different from that of the majority of the personnel provided that all day shifts are 8 hours and 10 minutes in duration and all night shifts are 8 hours in duration.

ARTICLE VIII

Overtime

Overtime work shall be work in excess of a regular tour worked on any day or in excess of a regularly scheduled workweek worked in any payroll week excluding:

1. Court pay.
2. Paid police details.
3. Swapped tour(s) of duty between individual employees by their mutual consent and with the approval of the Chief.
4. An out-of-turn tour of duty which is substituted for a regularly scheduled tour of duty by mutual agreement between the Department and the officer.
5. The first one-half hour of such service.

Work of more than one-half hour but less than one hour shall be deemed one hour. After the first hour of overtime, compensation will be paid for each hour or fraction thereof.

The overtime rate shall be one and one-half times the hourly rate which will be 1/40 of the employees regular weekly compensation.

Overtime work shall be offered and assigned as equitably as practicable among employees who regularly perform the work. In the assignment of overtime under this article, however, the Town may consider special skills required to perform particular work. In cases of emergency, the Town may assign overtime to any employee immediately available. Overtime will not be assigned as a reward or as a penalty. In the overtime distribution process, employees shall be permitted to decline overtime except in emergencies and in cases where all eligible employees have declined overtime. The Town shall have the right, when necessary, to require employees to remain on duty after the conclusion of their shift until relief is available; in such case the Town agrees to require the junior officer(s) to remain on duty. (It is understood that this applies to forced overtime to replace shift shortages and will have no impact upon an officer's obligation to remain at the end of his/her shift to complete work.)

Every three months the records section shall post on the bulletin board the amount earned by each Police Officer on extra tours for the preceding three months.

Employees whose attendance records or medical records indicate that their assignment to overtime work may not be beneficial to their health will be referred to the Occupational Health Physician. Upon his recommendation, such employees will not be assigned overtime work, but any time they might have worked will be charged for purpose of overtime distribution. An employee may request reconsideration of this determination by submitting a current medical opinion or other substantive evidence relative to the impact of overtime work on his health.

The actual procedure(s) to be followed in scheduling overtime in accordance with the above principles shall be mutually established and revised as necessary by the Chief and the Union within current expenditure levels for this activity subject to review and modification by the Human Resources Board.

An employee who is absent and on sick leave shall not be eligible to work any overtime until he or she has worked one regular shift following his or her sick leave. If the employee would have been eligible for overtime prior to his or her having completed one regular shift, he or she will be credited for having worked the overtime for the purposes of future overtime opportunities.

ARTICLE IX

Call Back and Call In Pay

Officers who complete their normal tour of duty and who are thereafter recalled on the same day shall receive a minimum of two hours pay at straight time for such call back.

Officers who are called in on an unscheduled day shall receive a minimum of four hours pay at straight time for such call in.

In both cases, actual time worked may be at the overtime rate subject to the overtime provisions, but the amount paid shall not be less than the minimum.

Officers who are off duty and are ordered to stand by for a recall, will be given a timely notice of the cessation of each given stand by and responsibility for that notice will rest with the officer in charge of the station upon order of the Chief of Police or his representative. The first four hours of each stand by are not to be considered as compensable time, but the time after four hours shall be compensated at the rate of half pay for

each hour the officer remains on stand by thereafter until notification of cessation.

ARTICLE X

Swaps

Each employee in the bargaining unit will be permitted to "swap" with another employee who agrees to work in his/her place.

Employees shall arrange for such swaps only in case of unusual circumstances. The Chief of Police shall be given at least three (3) days advance notice of any such intended swap, and all such swaps shall be subject to the Chief's approval, which approval will not be unreasonably withheld. In no event shall the Town be obligated for additional compensation.

In case of an emergency, the Chief will accept the reasonable notice of swaps even though it be less than the three (3) days notice.

ARTICLE XI

Court Time

1. Criminal Cases. Officers who, when not on regular tour of duty, attend court as a witness in a criminal matter, with the approval of the Chief and as a result of the performance of duty, shall receive court pay at time and one-half for actual time spent, except that there shall be a four (4) hour minimum overtime payment for each such appearance.

The foregoing provision does not apply to officers on "short days" who attend court beyond 11:00 A.M., and in such cases the officers shall be excused from his/her next tour of duty, if such next tour of duty begins on the same calendar day and in such case the officer will not receive court pay.

If court time on short days off extends beyond 12:30 P.M., officers shall be excused from the next tour of duty as above in lieu of court pay, but shall receive overtime pay for time worked after 12:30 P.M.

2. Civil Cases. Officers who, when not on regular tour of duty, attend court as a witness in a civil matter, with the approval of the Chief and as a result of the performance of duty, shall be treated as follows:

- a) A Day Shift officer or a Night Shift officer who appears in court on such a matter on a regular day off would be given another day off in lieu of the day on which the employee so appeared in court.
- b) An employee who so appears in court after having worked the First Half (3:30 P.M. to 11:30 P.M.), shall be paid for such court time in lieu of time off. Such pay shall be in accordance with Section 1 above.
- c) Officers on "short days" who attend court beyond 11:00 A.M. in such civil cases, shall be excused from their next tour of duty if such next tour of duty begins on the same calendar day and in such cases the officer will not receive court pay.

ARTICLE XII

Holidays

The following holidays shall be deemed paid holidays: 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 employees shall receive holiday pay with the exception of an employee who does not work the holiday

because he is on sick leave. A holiday for the purpose of this Article shall begin with the day tour on the day of the holiday and end with the second half the following day.

Holiday pay shall be one-fifth (1/5) of the employee's regular weekly salary in addition to his regular pay for the day.

Effective June 30, 2006, holiday pay shall be ¼.35 of the employee's regular weekly salary in addition to his regular pay for the day.

ARTICLE XIII

Vacations

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

2. 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 modified "Holyoke" schedule:

For less than seven (7) months' service, - one (1) workday for each full calendar month employed;

For seven (7) full calendar months' service but less than five (5) years' service as of June 30 of the 5th year, - ten (10) scheduled workdays; (effective July 1, 1993, benefit increased to fourteen (14) scheduled workdays);

For five (5) years' service but less than ten (10) years' service as of June 30 of the 10th year, - seventeen (17) scheduled workdays; (effective July 1, 1993, benefit increased to twenty-one (21) scheduled workdays);

For at least ten (10) years' service as of June 30 of the 10th year, - twenty-four (24) scheduled workdays; (effective July 1, 1993, benefit increased to twenty-eight (28) scheduled workdays).

The term "modified Holyoke vacation schedule" resulted from the Union bargaining for the Holyoke vacation schedule, the Town taking the position of no change, and the parties ultimately compromising between the two positions. Hence the term "modified Holyoke."

Nothing in this agreement, or the use of the term "Holyoke" or "modified Holyoke" shall be construed to modify the term "week", which shall remain seven calendar days (five workdays) as the word appears in this and all other articles.

Vacation time outside of the summer vacation period will be scheduled when there will be sufficient personnel available for duty on the days for which the vacation is being requested so as to ensure that this vacation will not result in additional cost to the Town.

In determining whether there will be sufficient personnel on duty, the Town, in addition to considering all scheduled absences, will consider average unscheduled absenteeism for the type of day and tour in question, For example, holidays, weekends, day tours, night tours, etc., may be examined separately. Vacancies will be assigned to positions and considered as filled and present for duty except during their scheduled summer vacation in determining the level of manpower to be regarded as available on a particular tour.

Individuals seeking vacation will be expected to schedule the time off in accordance with both the above and usual department practices as early as possible. Requests for vacation time off will not be unreasonably denied.

It is recognized that there are no manpower levels guaranteed to be on duty in the department on any tour and that decisions in this area are properly those of the Town. Accordingly, the union and its members may

not grieve under the labor contract if usual manpower levels are reduced, as acceptable to the Town, to permit proper administration of this article.

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.

3. Scheduling of Vacations - The assignment of vacation leave shall be arranged by the Chief of Police for such time or times as in his opinion best serves the convenience of the department, except that each officer will be scheduled for two calendar weeks of vacation leave during the fifteen week period beginning with the week that contains the 1st of June provided that he or she is otherwise eligible for such vacation leave.

Once the two week summer vacations have been assigned and posted, officers will have two weeks to notify the Chief that they would like to extend their summer vacation by up to four workdays. Once all requests are received, they will be granted to the extent possible on a balanced basis over the fifteen week period on a seniority basis. There will be a limit of 190 weeks of vacation in the patrol division in the fifteen week period, and a limit of 80 weeks vacation in all other divisions in the fifteen week period. Single day vacations during the summer period shall be counted against the maximum vacation time to be scheduled in the summer. Scheduled vacations that occur during periods of injury leave will be rescheduled at a time convenient to the department, except that any employee who is on injury leave for the full year shall be regarded as having received his or her vacation during that vacation year and shall be charged for such time, and shall not have the vacation time carried over into another vacation year.

4. Employees may carry over from one vacation year to a subsequent vacation year up to a maximum of six (6) weeks of accrued vacation leave. The Department Head shall retain sole discretion to authorize the carry over of an additional two (2) weeks of accrued vacation leave. No employee may carry over more than 8 weeks of accrued vacation leave (6 weeks plus 2 weeks with authorization of the Department Head) without express written authorization from the Human Resources Board. Any employee whose accrued leave exceeds eight (8) weeks, as of July 23, 2004, will be required to reduce his or her leave to authorized levels within a reasonable period of time. The Department Head shall retain discretion to schedule vacation leave for employees.

ARTICLE XIV

Other Leave

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

The employee must present his/her military order to the Human Resources Director for authorization of the leave prior to the beginning of the requested leave.

2. Leave of Absence For Educational Purposes - The Town agrees that officers who are recommended by the Chief of Police and who otherwise meet the qualifications and conditions as set forth in Section 20, General Laws, Chapter 73 as added by Chapter 834 of the Acts of 1970, shall be given the opportunity of acquiring the education provided for in said Section 20 subject to the provisions set forth in said Section 20 and at such times and in such numbers as in the sole judgment of the Chief of Police will not interfere with the efficient operation of the Police Department.

3. Leave of Absence Without Pay - Leave of absence without pay for a reasonable period of time not to exceed three (3) months may be recommended by the Chief of Police and granted by the Board of Selectmen

where, in their judgment, such a leave of absence will not interfere with the efficient operations of the Police Department. A leave of absence shall not be granted for the purposes of seeking, obtaining, or working in employment other than for the Town of Brookline.

4. 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 (4) 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 (1) day.

5. Leave to Attend Union Conventions - An employee shall be granted a leave of absence with pay while attending a convention of the Massachusetts Police Association as an officer, delegate or alternate delegate in accordance with the provisions of General Laws, Chapter 147, Section 17.

6. 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/she is a delegate or an alternate (Chapter 412, Acts of 1963).

7. Court Leave - Court leave without pay shall be granted when an employee is engaged in personal litigation having no connection with his/her position as an employee of the Town.

8. Additional Personal Leave - All permanent officers shall be entitled to personal leave at the rate of 4 days per year in addition to any such leave earned under the sick leave provisions of this plan. Effective July 1, 1989, except during the time period specified in paragraph 3, Article XIII - Vacations personal leave days ("A days") shall be granted to two officers per shift subject to at least 2 days notice. Requests will be acted on in the same order as received.

In cases where a personal leave day off cannot be scheduled, officers shall have the option of having the day added to sick leave or of receiving a day's pay at straight time. Such cash in of unscheduled personal leave will only be made in December of each year.

Officers with 20 years or more of service shall be granted two days 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 Chief and in such a way as not to incur overtime costs.

9. Leave For Union Business - All employees covered by this Agreement who are officers of the Police Union or who are appointed as members of said Union's Collective Bargaining Committee, shall be allowed time off for official Union business without loss of pay or benefits where such business involves and concerns the collective bargaining relationship between the Employer and the Union.

The union shall be allowed a cumulative total of thirty days per year for union business by union officers or bargaining committee members. The days shall be allocated by the Union President subject to scheduling approval by the Chief of Police. Effective January 1, 2000, the cumulative total shall be increased to forty-five days.

10. Maternity Leave (Effective July 1, 1993) - 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 VI - Sick Leave. The employee's physician, after consultation with the Town's Occupational Health Physician, shall determine that point of time as of which such 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 or adoption.

ARTICLE XV

Paid Details

The following provisions shall govern the assignment of extra paid details to Police Officers where the detail is to be paid for by an outside individual, group, corporation or organization. Details shall be assigned by the Chief of Police or his representative on a voluntary basis to regular officers first and shall be distributed as evenly as possible.

A record shall be retained by the representative of the Chief of Police of such assignment and said record will contain an indication as to the detail and dollar value of same that has been accepted and also a detail and dollar value of same if refused. Said record will be posted on a continuing basis in the Police Station.

Details worked for other Town Departments shall be at a time and one-half rate when such work is in excess of a regular tour worked on any day or in excess of a regularly scheduled workweek in any payroll week.

There shall be a four hour minimum for details. For details worked in excess of four (4) hours, but less than six (6) hours, a six (6) hour minimum shall apply. For details worked in excess of six (6) hours, but less than eight (8) hours, and eight (8) hour minimum shall apply. Effective on or about July 1, 2000, for details worked in excess of eight (8) hours but less than ten (10) hours, a ten (10) hour minimum shall apply. For details worked in excess of ten (10) hours but less than twelve hours, a twelve (12) hour minimum shall apply. Prior to implementation of the above change to detail minimums, the Chief shall review and revise applicable orders to eliminate multiple minimums applying for the same detail and will consult with the union regarding any revisions. The parties agree that this provision does not apply to Town details.

Details not canceled at least one hour before the scheduled starting time shall be paid for in accordance with the minimum.

The Chief of Police shall designate a person known as the Head of the Paid Detail List who will be his representative. Said person will be charged with the responsibility of keeping record of all assignments and distributing the same as set forth above. The Head of the Paid Detail List will be provided with an office desk.

The detail rate will be in accordance with the schedule of rates authorized by the Board of Selectmen as currently in force and effect or as may be modified by them in the future; provided, however, that whenever there are three or more officers, but less than eight officers, assigned on detail on a single job site, there shall be a Sergeant in charge of such detail, and the Sergeant will be paid at a Sergeant's rate of pay to supervise such detail. Where there are eight or more men, there will be a requirement for either two Sergeants or a Sergeant and a Lieutenant who will be paid at their respective rates.

No member of the Police Department shall perform a paid detail not officially assigned by the Officer in charge of such details.

Cadets, Crossing Guards, Parking Control Officers, Auxiliary Police or civilian employees are not to be assigned to paid details.

The surcharge presently required by the Town to be paid by those for whom such special detail services are rendered shall not exceed ten percent (10%) of the rate applicable to such detail.

Any member submitting a grievance to an elected officer of the Union regarding the distribution of paid details shall be cause for the entire Committee to meet and if a majority agree, a meeting of the entire membership shall be called to decide a method of distribution for paid details.

The Town will make a reasonable effort to pay for the police details within two (2) weeks of the filing of the details slip.

ARTICLE XVI

Wages

Compensation for employees covered by this Agreement shall be in accordance with the following schedule and special provisions.

Effective July 1, 2003	2% Wage Increase
Effective July 1, 2004	2.5% Wage Increase
Effective July 1, 2005	3% Wage Increase
Effective January 1, 2006	1% Wage Increase

Pay Schedule

Grade	Date	Minimum	Step 1	Step 2	Max
P-1 Patrol Officer	07/01/03	\$18.6408	\$19.7373	\$20.8338	\$21.9300
	07/01/04	\$19.1068	\$20.2307	\$21.3547	\$22.4783
	07/01/05	\$19.6800	\$20.8377	\$21.9953	\$23.1526
	01/01/06	\$19.8768	\$21.0460	\$22.2152	\$23.3841
P-2 Police Sergeant	07/01/03				\$26.3160
	07/01/04				\$26.9739
	07/01/05				\$27.7831
	01/01/06				\$28.0609
P-3 Police Lieutenant	07/01/03				\$30.7897
	07/01/04				\$31.5595
	07/01/05				\$32.5062
	01/01/06				\$32.8313
P-4 Police Captain	07/01/03				\$36.0242
	07/01/04				\$36.9248
	07/01/05				\$38.0325
	01/01/06				\$38.4128

Note: See Article XVIII for provisions relating to pay for work in a higher classification.

All Police Officers receive an additional day's pay for each paid holiday unless they are scheduled to work the holiday and fail to do so because they are on sick leave. Salary differentials at maximum salary between ranks shall be as follows: Patrol Officer to Sergeant - 20%; Sergeant to Lieutenant - 17%; Lieutenant to Captain - 17%.

Officers assigned to day shifts shall receive overtime compensation for a 10 minute per day extension of 8 hour day tours of duty to 8 hours and 10 minutes.

Minimum Salary and Step Increases for Patrol Officers

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

Night Differential

Those persons regularly scheduled to work between the hours of 3:30 P.M. through 7:30 A.M. will receive a night differential, in addition to their regular weekly pay, of \$35.00 per week. Effective January 24, 1996 night differential will be increased to \$45.00 per week.

Educational Incentive Compensation

Educational incentive compensation shall be in accordance with M.G.L., Chapter 41, S108L (Quinn Bill); the regulations and procedures adopted by the Commonwealth of Massachusetts to implement and administer M.G.L., Chapter 41, S108L, and the provisions of the agreement between the Town and the Union relative to M.G.L., Chapter 41, S108L as follows:

- 1) Every employee seeking educational benefits shall apply for Quinn Bill benefits. Should benefits provided under the Quinn Bill be less than the education benefit provided in the Cooper Award (see item 7 below) for an employee, the Town shall pay that employee the difference between her/his Quinn Bill benefit and the amount s/he would have received under the Cooper Award providing such an employee has applied for Quinn Bill benefits.
- 2) If the Quinn Bill is underfunded by the Commonwealth of Massachusetts, after the Town has accepted the Quinn Bill, the Town will pay up to 50% of the underfunded amount or, in lieu of Quinn Bill benefits, the Town will pay the education incentive benefit provided by the Cooper Award, whichever is higher. The parties agree to meet within thirty (30) days from execution of this Agreement to discuss and reach an agreement on a mechanism to recover funds paid by the Town in education incentives in the event that the Commonwealth underfunds the Quinn Bill.
- 3) If the Quinn Bill is repealed after the Town has accepted it, the Town will pay 75% of the dollar amount that employees were receiving under the Quinn Bill at the time of its repeal, or the Town will pay the education incentive benefit provided for in the Cooper Award, whichever is higher.
- 4) Any employee entering the bargaining unit after the date of the Cooper Award, July 24, 1996, shall be eligible only for education incentive benefits under the Quinn Bill. Employees who entered the bargaining unit after July 24, 1996, shall not be eligible for Town educational incentive benefits provided for in the Cooper Award.
- 5) (a) All employees seeking education incentive benefits shall apply for Quinn benefits. Employees who were eligible, as of July 24, 1996, to receive education incentive compensation provided for in the Cooper Award, and who are not eligible for Quinn Bill benefits at the same educational level, shall apply for whatever level of Quinn Benefits for which they are eligible. The Town will pay such

employees the difference between the Quinn benefits which they receive at a lower education level and the Quinn Benefits which they would have received if they had qualified for Quinn benefits at their town-qualified level of education as of July 24, 1996.

Current employees who have degrees that were eligible for education incentive compensation under the Town's program as of July 24, 1996, but who are not eligible for any compensation under the Quinn Bill shall receive the same level of benefits provided by the Quinn Bill for their town-qualified level of education as of July 24, 1996.

(b) Employees who increase their educational level after July 24, 1996, shall be eligible only for Quinn Bill benefits for their increased educational level. Such employees shall not be eligible for Town benefits provided for in the Cooper Award. The Town shall not pay such employees the difference between the Quinn benefits they may receive at a lower education level and the Quinn Benefits which such employees would have received if their education level qualified for Quinn benefits.

- 6) Effective the first day of day of July following the acceptance of Chapter 835 of the Acts of 1970 as amended (Chapter 41, S108L of the General Laws, the Quinn Bill), bargaining-unit members shall receive education incentive pay pursuant to General Laws, Chapter 41, S108L. Payments made pursuant to G.L. c. 41, S108L shall be included in base pay when required by law for purposes of pension/retirement, and overtime pay only as required by federal law, and for no other purposes including, but not limited to, overtime pay paid under provisions of the parties' collective bargaining agreement, holiday pay, detail pay, leave pay, night differential pay, longevity pay, or any other pay.
- 7) The educational incentive compensation provided in the Cooper Award are as follows:
 - a) A.S. \$4,200.00 FY97
 - b) B.S. \$7,400.00 FY97
 - c) M.S. \$9,800.00 FY97
- 8) Effective July 1, 1999, annual holiday pay, night shift differential, and lag time will be added to the annual base pay before computing the education incentive pay pursuant to Chapter 41, Section 108L (Quinn Bill). This shall be referred to as the modified Quinn base. The modified Quinn Base shall not be used to calculate or determine any other benefits under the parties' contract. The parties will establish a salary base schedule for Quinn separate from the salary base schedule used to determine other contractual benefits.

The Union and the Town believe that the Commonwealth of Massachusetts (State) will reimburse the Town for the State's share of Quinn benefits including reimbursement for the State's share of the increase in benefits based on the modified Quinn base established above. However, in the event that the State determines that holiday pay, night differential, and/or lag time pay cannot be included in the base for Quinn reimbursement, the Union agrees to reimburse the Town for fifty percent (50%) of what would have been the State's reimbursement if the State had allowed holiday pay, night differential, and lag time to be included in the base for purposes of calculating Quinn benefits. The Union agrees to make such reimbursement to the Town within two months of the time that the State provides notice to the Town of its Quinn reimbursement. The Town assumes responsibility for the remaining fifty percent (50%) of the State's share.

Transitional Career Incentive Pay

Police Officers employed by the Town of Brookline on or before April 1, 1973 and who do not receive educational incentive pay shall be paid career incentive pay as of July 1 as follows: For 10 to 15 years service - \$300 per year; for 15 to 20 years service - \$600 per year; for 20 or more years service - \$850.

Effective July 1, 1999 each of the above amounts shall be increased by \$400. In addition, effective July 1, 1999 officers employed after April 1, 1973 and who do not receive educational incentive pay shall be paid

career incentive pay in the amount of \$400 per year.

Such payments shall be lump sum in nature and shall be rendered on any reasonable date after July 1 as may be requested by the Union.

Longevity

Employees with ten to fifteen years of continuous service with the Town as of their employment anniversary date shall be paid a longevity payment of \$400. Employees with fifteen to twenty years of continuous service with the Town as of their employment anniversary date shall be paid a longevity payment of \$550. Employees with twenty or more years service with the Town as of their employment anniversary date shall be paid a longevity payment of \$700. 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.

Additional Compensation - Certain Classifications

It is agreed that persons assigned to the Detective Bureau will receive additional compensation at the rate of \$750 per year upon assignment to detective duty.

It is further agreed that up to three officers assigned additional duty as Hearings Officers in the Traffic Division will receive additional compensation at the rate of \$750 per year.

Officers assigned as Identification Officers shall receive \$5.00 per week extra compensation.

Defibrillators

All employees shall be required to obtain and maintain defibrillator certification and shall use defibrillators as necessary. Effective July 1, 2002 the stipend for defibrillators shall be \$200/year payable on or about February 1, 2003 for the 2003 Fiscal Year. The stipend shall be \$400 per year commencing with the 2004 fiscal year and shall be payable on or about December 1, 2003 and each December thereafter. Certification will be done in-house.

Weapons Waiver

Effective July 1, 2004, the Town May implement the use of pepperballs, patrol rifles, and when lawful, the Town may implement the use of tasers. Officers will receive a \$250 per year weapons training stipend effective July 1, 2004. Such stipend shall be paid annually on or about July 1 of each year.

ARTICLE XVII

Uniforms

a (1) New Members of the Police Force shall receive a complete uniform at no expense to themselves at the time of their appointment. Annually thereafter an allowance for expenditures on uniforms shall be extended to the members of the Force at the rate of Six Hundred Dollars (\$600) per annum. An additional Fifty Dollars (\$50) per year shall be allowed for each regularly assigned motorcycle officer. Appropriations for uniforms shall be under the control of the Chief of Police and all expenditures shall be made by him. No employee has a claim to such allowance unless he/she needs uniform items and the money is spent thereon except that \$50.00 of the uniform allowance will be paid in cash and may be expended for miscellaneous items of approved uniforms or for uniform accessories.

a (2) The Town agrees to pay the uniform allowance in cash annually to each eligible member of the

bargaining unit on or about September 15th 2000. This modified uniform allowance system ("modified uniform system") shall expire and the system in effect as of July 1, 1999 (described in paragraph a(1) above) shall be reinstated effective July 1, 2005 unless the parties agree to a continuation of the modified uniform system.

Protections under the Modified Uniform System:

- Verbal and written warnings/reprimands of personnel for failing to maintain a proper, serviceable uniform may be grieved up to the Human Resources Board, but are not subject to arbitration.
- Employees who fail to maintain a proper, serviceable uniform or any required serviceable item(s) shall have their subsequent uniform allowance withheld, and the Town shall use such allowance to purchase the item(s) for the employee(s).

b) Personnel assigned to the detective bureau shall receive an annual allowance of Seven Hundred Fifty Dollars (\$750) and may spend the allowance on civilian clothing provided that they maintain a complete uniform in serviceable condition.

c) All employees hired on or after October 4, 2002, including those employees in the police academy as of Oct. 4, 2002, shall be required to wear a bullet-proof vest (body armor) whenever they are on duty, including private details, outside of the public safety building.

ARTICLE XVIII

Working Out Of Classification And Filling Vacant Positions

Patrol Officers, Police Sergeants, and Police Lieutenants assigned to work in the next higher classification shall receive the rate of the classification beginning on the first day of such service except that there shall be no extra compensation for any such service that is less than one full tour of duty.

Promotion vacancies as they occur in the department shall be filled as soon as practicable from existing eligible lists that have been established by the Division of Civil Service. If a list does not exist when a promotion vacancy occurs, then the Town shall immediately request the Director of Civil Service to conduct appropriate examination to establish such a list and fill the existing promotion vacancy.

ARTICLE XIX

Group Insurance

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

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

The 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.

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 employee shall pay 25%.

Group insurance deductions shall be made on a weekly basis. For the convenience of bargaining unit employees in managing these deductions, holiday pay provided for in Article XII shall be paid on a weekly basis subject to the following condition. When an employee does not qualify for holiday pay on the day of the holiday, in accordance with Article XII, a day's pay (1/5 of the individual's weekly pay) shall be deducted from the individual's pay for that week.

The parties agree that they retain their rights to engage in mid-term and impact bargaining. However, the Town will agree that for the contract duration (7/1/00 - 6/30/02) that there will be no mid-term bargaining with respect to changes in group health insurance which are within the control of the Town. The union acknowledges that there may be mid-term bargaining obligations that arise as a result of the Town's accreditation efforts.

ARTICLE XX

Other Bylaw Provisions

It is understood that all provisions of the Human Resources By-Law that properly pertain to the Police Department, whether incorporated in part or in whole in this Agreement or not, remain in force and shall be observed.

ARTICLE XXI

No-Strike Clause

- 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 Town, notify, in writing, the employees involved that such action by said employees was unauthorized and in violation of the provisions of the Agreement, and shall direct said employees to return to work promptly, and the Union shall take such further steps as may be reasonable under the circumstances to bring about a termination of any such strike. A copy of any written notice required under the provisions of this paragraph to be sent by the Union to the employees involved in any such strike shall be given simultaneously by the Union to the Town.

In any event, the Town 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

Outside Employment

Employees may pursue outside employment subject to the following conditions:

1. Permission to engage in outside employment (any activity for which compensation in any form is received) must be requested and received prior to engaging in such employment. The request must be made in writing to the Chief and must contain a brief description of duties, the name and address of the employer(s) and the expected work schedule. Permission, if any be granted, must be in writing and signed by the Chief.
2. Approval to engage in outside employment may be withdrawn by the Chief, when, in his opinion, such action is warranted in the best interests of the Town.
3. Absence from work with the Town of Brookline due to injury or sickness sustained in the course of outside employment shall not be considered as authorized absence for purposes of sick leave with pay and no compensation shall be paid for such absences.
4. It is understood that the Chief will not grant approval to engage in outside employment if such employment would, in the opinion of the Chief, constitute a conflict of interest or be otherwise inappropriate with the member's position as a police officer, or if it would interfere with the health or efficiency of the officer making the request.
5. Outside employment in violation of these procedures is strictly prohibited and cause for disciplinary action.

ARTICLE XXIII

Funeral Benefits

If a police officer is killed in the line of duty, the Town will reimburse his beneficiary a total of four thousand dollars (\$4,000.00) for funeral expenses. The beneficiary shall be determined from the Beneficiary Blank filed with the Town of Brookline Retirement System.

ARTICLE XXIV

Grievance Procedure

- a) A grievance for purposes of this Agreement is a written dispute, claim or complaint arising under the terms of this Agreement. It may be filed by either the Union or an employee in the bargaining unit. Grievances are limited to matters of interpretation or application of the Agreement.
- b) Any other disputes between an employee and his/her supervisors arising out of an exercise of administrative discretion by such supervisor(s) except those that would properly be under the jurisdiction of the Civil Service Commission or other duly established appeal board, may be processed according to the Grievance Procedure authorized by Section 13 of the Human Resources By-Law.
- c) The employee's grievance must contain a statement of the claim and the relief requested. Copies of the grievance shall be presented to the Police Chief and the Human Resources Board on the same day.
- d) Grievances, as defined in Paragraph (a) of this article XXIV, 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 take up the grievance in writing with the Police Chief within fifteen (15) calendar days of the date of the occurrence of the grievance. The Chief must render his decision in writing within seven (7) calendar days after the receipt of the grievance unless it is mutually agreed by the participants that additional time to answer will be allowed.

Step 2. If the grievance has not been settled at Step 1, it must be presented in writing to the Human Resources Board within seven (7) calendar days after the Step 1 response is received. The Human Resources Board must render their decision in writing within fourteen (14) 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 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 American Arbitration Association 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/she 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.

The filing with the Civil Service Commission of a disciplinary or discharge appeal shall constitute an election of Civil Service as the exclusive procedure for resolving the dispute, and the matter shall not be the subject of the grievance and arbitration procedure in the parties' collective bargaining agreement.

ARTICLE XXV

Saving Clause

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

In the event that any provision of this Agreement is, or shall at any time be, contrary to law, all other provisions of this Agreement shall continue in effect.

ARTICLE XXVI

Health and Safety

There shall be constituted a so-called Health and Safety Committee comprised of three (3) members from the Brookline Police Union which will meet with the Chief of Police on a regular basis at least once a month to discuss and make recommendations for improvements of general health and safety of employees.

ARTICLE XXVII

Seniority

In filling vacancies in any platoon, the Chief shall have the right to establish any reasonable professional and personal characteristics necessary, in his opinion, for the officer so assigned to possess in order to best serve the needs of the Town of Brookline.

Notice of each vacancy and the requirements so established shall be posted in a conspicuous place for at least three days prior to filling said vacancy. Persons interested in the assignment will make application and the Chief shall, from among those whom he considers fully qualified in line with established requirements, select the officer with the greatest seniority for the vacancy. This article is not applicable to duty assignments within a platoon and the sole right to make and change such assignments remains with the Chief.

ARTICLE XXVIII

In-Service Training

An in-service training program shall be conducted by the Police Department. The program shall provide for a minimum of 48 hours off duty training, for which time and one-half shall be paid, in addition to whatever training may be scheduled while on duty and for which no extra compensation

is paid. Participation in the in-service training program shall be mandatory for Patrol Officers and optional for ranking officers, except that ranking officers must elect in writing whether they will participate before the program begins, and, once elected, participation shall be mandatory.

Each block of instruction shall be presented at least twice. Payments for attendance at such sessions shall be at the rate of pay in effect on the date of the session and shall be rendered upon completion of the program.

The Chief of Police shall determine the duration of each training session, and in establishing the length of each such session, the Chief shall, whenever in his discretion it is feasible to do so, schedule such session for a period of four consecutive hours, but in no event shall any such training session be less than two hours.

ARTICLE XXIX

Bulletin Board

Use of a glass covered bulletin board with lock shall be made available to the Union for the posting of notices pertaining to Union business. The posting of all notices must be approved by the Chief, such approval not to be unreasonably withheld.

Effective July 1, 1988 use of a second bulletin board will be provided. This bulletin board shall be located in the patrol locker room.

ARTICLE XXX

Employee Files

No material originating from the Town which is derogatory to an employee's conduct, service, character or personality shall be placed in the personnel files unless the employee has had the opportunity to read the material, had the opportunity to sign the file copy, and had the opportunity to file an appropriate answer.

In signing the file copy, the employee does not necessarily indicate agreement with its contents, but merely that he/she has read the material to be filed.

Employees shall have the right, on request at reasonable times, and on his/her own time, to examine all

material in his/her personnel file which is neither confidential nor privileged under law. A copy of such material shall be furnished the employee at his/her request.

ARTICLE XXXI

Police Cruisers

Police Cruisers ordered after the signing of this contract shall be equipped with air conditioning.

ARTICLE XXXII

Affirmative Action

a) The Town and the Union agree to continue the program of non-discrimination against employees covered by this Agreement on account of race, religion, creed, color, national origin or sex.

b) The Town and the Union agree that if the effects of employment practices, regardless of their intent, discriminate against any group of people on the basis of race, religion, creed, color, national origin or sex, then specific positive and aggressive measures must be taken to eliminate discrimination and to ensure equal opportunity.

c) The Town and the Union agree that in order to adhere to the Town's Agreement with the Massachusetts Commission Against Discrimination dated October 31, 1977 concerning utilization of goals for minorities and women on the Town workforce that there is a need for a positive and workable affirmative action program.

d) The Labor/Management Committee established pursuant to this agreement shall give priority to the area of affirmative action. The Committee, in cooperation with the Human Relations-Youth Resources Commission, shall review affirmative action programs and shall devote its best efforts to alleviating any obstacles that are found to exist to the implementation of the Town's approved affirmative action plans.

ARTICLE XXXIII

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 Chief of Police, the Human Resources Director, the President and Vice President of the Union.

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 of 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 XXXIV

Performance Evaluations

The Town and the Union agree that there will be periodic written performance evaluations for all Officers. The specific evaluation procedures, performance standards, review and appeal procedures, forms, guidelines, mechanics, training, etc., shall be determined by the Labor/Management Committee established herein. The

performance evaluations shall, after not more than two evaluation periods, show a distribution of evaluations.

If not, the evaluation system will be renegotiated. Whatever program is agreed upon by the Committee shall be implemented on or before July 1, 1979. In the event the Labor/Management Committee is unable to agree upon a program, a third party (to be selected by the Labor/Management Committee) shall be asked to arbitrate the differences.

The third party selected under this Article should have knowledge and experience concerning performance evaluation review systems and their applications to municipal police departments. The performance evaluation system as finally determined hereunder shall in no way modify or amend any of the provisions of the Labor Agreement between the parties.

The parties agree to establish a labor-management committee to negotiate and develop performance evaluation instruments to be used to evaluate all personnel. The parties shall endeavor to complete the development of such instruments by June 30, 2003, but nothing shall be implemented without mutual agreement.

Effective July 1, 2004, performance appraisals, using the instrument negotiated between the Town and the Union, are implemented for probationary employees only.

ARTICLE XXXV

Physical Fitness

The Town and the Union agree that there should be physical fitness standards for members of the bargaining unit. The formulation of the specific standards shall be determined by the Labor/Management Committee established herein. It is understood by the parties that the physical fitness standards are not intended by the Town to be a cause for lay-off or retirement, or to affect promotions of the members of the bargaining unit. Whatever standards are agreed upon by the Committee will be implemented on or before July 1, 1979. In the event the Labor/Management Committee is unable to agree upon standards, a third party (to be selected by the Labor/ Management Committee) shall be asked to arbitrate the differences. The third party selected under this Article should have knowledge and experience concerning physical fitness standards and their applications to municipal police departments.

After formulation of the physical fitness standards as determined above, the Committee will then set the procedures for determining if the standards are being met and the procedures for any necessary programs or plans if they are not being met.

The physical fitness standards or any programs resulting therefrom as finally determined hereunder shall in no way modify or amend any of the provisions of the Labor Agreement between the parties.

ARTICLE XXXVI

Selection of Officers For Specialist Assignments

Vacancies in specialist assignments, i.e., assignments for which additional compensation is paid, shall be posted in the station in a place where all officers may see the posting for a minimum of one week. Any officer interested in consideration for assignment to the vacancy may file a written application with the Chief no later than two weeks from the first day on which the poster was posted.

ARTICLE XXXVII

Processing of Written Reprimands

All written reprimands shall be processed in a uniform manner. When issued, written reprimands shall be

announced at roll calls and shall be posted in a non public area in the station where officers may read the same for 7 days. Copies of written reprimands shall be filed in the officers personnel file.

ARTICLE XXXVIII

Civilian Dispatch

- (a) The Town plans to combine the dispatching operations of the Police and Fire Departments into a Public Safety Dispatch Operation (PSDO) to be housed in a single facility. It is understood and agreed that the Town plans to run the PSDO with civilian personnel. It is further understood that the Town will not rely upon personnel other than civilians to carry out the combined call-taking and dispatch operations except as provided below. On the date that the Town's PSDO begins operation, and not before, the Town shall replace Police Officers with civilian personnel to perform the combined public safety call-taking and dispatch work.

The parties understand that the PSDO is not to be implemented until some time in the future. By engaging in the present negotiations relative to the creation and implementation of the PSDO, the parties acknowledge that the foreseeable issues have been bargained. It is agreed that in signing this agreement, the Union is not waiving any rights it may have to negotiate over any impacts of the PSDO that could not have been foreseen at the time of the signing of this agreement.

The Town may, as determined by the police officer in charge (CO), use police officers to perform call-taking and/or police dispatch work when the CO determines that an unforeseen emergency has occurred. At such time, the Town would be permitted to use police officers as necessary to temporarily supplement the Public Safety Dispatch operation.

The Town may continue to assign police officers on light duty to work in the PSDO in the call-taking function so long as the police officers are used to supplement and not replace the civilian personnel. For purposes of this agreement, supplement shall mean a light duty police officer performing in addition to:

4 civilians on the Day Shift
3 civilians on the First Half
3 civilians on the Last Half.

A light duty police officer who is performing call-taking functions in the PSDO shall not be deemed to be replacing civilian personnel when there are four civilians on the Day Shift, three civilians on the First Half, or three civilians on the Last Half. However, the parties agree that the Town may use police officers on light duty who have been assigned to the Public Safety Dispatch facility to replace a civilian in the call-taking function for the completion of an unforeseen interrupted shift.

- (b) The above section (a) shall not impact the Town's right to continue using civilian Police Services Clerks as call takers until civilian dispatch is fully implemented.
- (c) Use of civilians will not diminish the light duty opportunities provided in Article VI, section 12.
- (d) The House Officer will have a phone designed to receive overflow calls from the Public Safety Dispatch area. Incoming calls will ring in the Public Safety Dispatch area six times before they simultaneously ring at the House Officer's phone.

ARTICLE XXXIX

Use of Recreational Facilities

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

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

It is the further intent of the parties to make the ice rink and an indoor basketball court available at times that will maximize use by bargaining unit members, without conflicting with public use of the facilities and other commitments by the Town, and without additional cost to the Town.

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

ARTICLE XL

Financial Planning Program

The Town and the Union will jointly develop a pilot voluntary, off duty, financial planning program for unit members. Four two hour seminars will be scheduled each year. Each block of instruction will be scheduled a sufficient number of times to ensure that all officers have an opportunity to be present at each block of instruction.

The purpose of the program is education. No selling of services or products will be allowed.

This program will be conducted provided that it is without cost to the Union and to the Town.

This program will end upon expiration of this contract unless participation warrants extension and the parties so agree.

ARTICLE XLI

Enhanced Longevity Plan

Effective July 1, 2004, the Enhanced Longevity Plan is implemented.

A. Eligibility

1. Officer has a minimum of 20 years of service as a police officer for the Town of Brookline at the time of application to the ELP.
2. Officer has accrued a sufficient amount of sick leave as to be eligible for a \$5,000 sick leave buy out at the time of application to the ELP.
3. Officer has not received a suspension for attendance or sick leave abuse in the two years prior to applying to participate in the ELP.

B. ELP

1. There is a limit of 8 new participants in the ELP per fiscal year (i.e. year 1: 8 officers; year 2 original 8 officers plus 8 additional (new) officers, and year 3 original 8 officers, plus 8 officers from year 2 plus 8 additional (new) officers for a total of 24 officers. The number of participants shall not exceed 24 in any fiscal year after the second year of the plan.)
2. An officer interested in applying to participate in the ELP must submit her/her application to the Human Resources Director during the application period (December 1 – December 30).
3. In the event that more eligible officers apply than there are spaces available, the officers with the greatest department seniority will be taken first up to the annual maximum of eight new officers per fiscal year.
4. An officer may participate only once in the ELP. Officers who participate in the ELP shall not be eligible for sick leave buy back pursuant to Article VI, paragraph 9 upon separation from employment.
5. An officer participates in the ELP for three-consecutive fiscal years unless the officer is removed from the ELP in accordance with the ELP or the officer retires, resigns, is terminated, or dies during the three-year period.
6. An officer shall receive an additional \$38.31 compensation per week while participating in the ELP; the additional \$38.31 compensation shall be added to the officer's base pay for purposes of overtime due under the contract, Quinn/education incentive, and any other contractual benefits.
7. If any participant in the Plan uses more than nine (9) sick leave days for non-occupational illness or injury during any fiscal year in which he/she is a participant in the Plan, he/she shall be terminated from any further participation in the Plan. However, any such days of absence that are attributable to a serious health condition as defined on page 4 of the Form WH-380 issued by the Wage and Hour Division of the Employment Standards Administration of the United States Department of Labor, as revised in December 1999 shall not be included in the computation of the Plan Participant's sick leave utilization for the purposes of this paragraph. A copy of page 4 of the said Form WH-380 is attached hereto (Appendix) and made a part hereof. In addition, the Town's Director of Human Resources shall have the authority to exempt from the foregoing computation of a Plan Participant's sick leave utilization any other such days which do not fall within the Department of Labor's aforesaid definition of a Serious Health Condition but which, in the sole discretion of the Human Resources Director, nevertheless warrant such exclusion because of extenuating circumstances.
8. In the first year of implementation of this Plan, applications may be received between the date the agreement is ratified and June 30, 2004 for FY 2005.

ARTICLE XLII

Effective Date and Duration of Agreement

This Agreement shall be effective as of July 1, 2003 and shall, except as noted below, continue in force and effect until June 30, 2006, and shall automatically renew itself from year to year thereafter unless either party hereto shall at least sixty (60) days prior to June 30, 2006, or at least sixty (60) days prior to the expiration of any yearly period thereafter, give to the other party, notice in writing of its intention to modify or terminate this Agreement. As soon as is reasonably practicable after receipt of such notice by either party, a conference shall be held between the Town and the Union officers 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 officers on the day and year first above written.

TOWN OF BROOKLINE

BROOKLINE POLICE UNION, LOCAL #1959
I.U.P.A., AFL-CIO

BY: _____
Chairman, Board of Selectmen

BY: _____
President

Town Administrator

Vice-President

Chief of Police

APPENDIX

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

1. Hospital Care

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

2. Absence Plus Treatment

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

- (1) Treatment³ two or more times by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under orders of, or on referral by, a health care provider; or
- (2) Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment⁴ under the supervision of the health care provider.

3. Pregnancy

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

4. Chronic Conditions Requiring Treatments

A chronic condition which:

- (1) Requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider;
- (2) Continues over an extended period of time (including recurring episodes of a single underlying condition); and
- (3) May cause episodic rather than a continuing period of incapacity² (e.g., asthma, diabetes, epilepsy, etc.).

5. Permanent/Long-term Conditions Requiring Supervision

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

6. Multiple Treatments (Non-Chronic Conditions)

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

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

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

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

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

Public Burden Statement

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

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