

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE TOWN OF BROOKLINE  
AND  
THE BROOKLINE POLICE UNION,  
MASSACHUSETTS COALITION OF POLICE AFL-CIO  
LOCAL 1959**

**AUGUST 2009**

The Town of Brookline ("Town") and the Brookline Police Union, Massachusetts Coalition of Police AFL-CIO, Local 1959 ("Union"), collectively the "Parties", hereby agree to extend their current collective bargaining agreement (effective July 1, 2006 through June 30, 2009) through June 30, 2011, except as modified herein by this Memorandum of Agreement ("MOA").

**1. Duration of Agreement**

July 1, 2009 - June 30, 2011

**2. Article XVI: Wages, Defibrillators, and Weapons Waiver and Homeland Security Training**

**A. Wages**

Fiscal Year 2010:	Effective July 1, 2009	0% Wage Increase
Fiscal Year 2011:	Effective July 1, 2010	0% Wage Increase

Reopener: The Parties agree that the Union may reopen the collective bargaining agreement during fiscal year 2011 on the issue of wages for fiscal year 2011 if the Public Employee Committee ("PEC") and the Town provide health insurance to eligible employees through the Group Insurance Commission ("GIC").

**B. Defibrillators and Weapons Waiver and Homeland Security Training**

- (i) Effective July 1, 2009, the current \$400 defibrillator stipend and the current \$600 Weapons Waiver and Homeland Security Training stipend shall be moved to the base pay and incorporated into the pay schedule.
- (ii) Replace the current Defibrillators section in Article XVI with the following:

**Defibrillators**

All employs shall be required to obtain and maintain defibrillator certification and shall use defibrillators as necessary.

Certification will be done in-house. The Town and the Union agree that the base wages for all employees incorporate compensation for such requirements and, therefore, no separate stipend shall be provided.

- (iii) Replace the current Weapons Waiver and Homeland Security Training section in Article XVI with the following:

**Weapons Waiver and Homeland Security Training**

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. The Town and the Union agree that the base wages for all employees incorporate compensation for the training, qualifying, storage, and use of weapons and for training in Homeland Security and, therefore, no separate stipend shall be provided.

**3. Article XVI: Education Incentive Compensation**

- A. (i) Retain the introductory paragraph and the paragraph numbered 6) in the Education Incentive Compensation Section of Article XVI.
- (ii) Retain the first paragraph (starting with "Effective July 1, 1999..." and ending with "The parties will establish a salary base schedule for Quinn separate from the salary base schedule used to determine other contractual benefits.") in the paragraph numbered 8) in the Education Incentive Compensation Section of Article XVI. Delete the second paragraph (starting with "The Union and the Town believe..." and ending with "The Town assumes responsibility for the remaining fifty percent (50%) of the State's share" in the paragraph numbered 8) in the Education Incentive Compensation Section of Article XVI.
- B. Replace the paragraphs numbered 1) and 2) of the Education Incentive Compensation Section in Article XVI with the following:
- 1) Every employee seeking educational benefits shall apply for Quinn Bill benefits.<sup>1</sup>
- 2) In the event that General Laws, Chapter 41, Section 108L is underfunded, repealed or amended by the Commonwealth of Massachusetts, members of the bargaining unit employed on July 1, 2009<sup>2</sup> shall continue to receive the education incentive pay and percentages they were receiving prior to July 1, 2009 as well as the education incentive pay and percentages they

<sup>1</sup> This sentence is in the current paragraph 1) of Article XVI.

<sup>2</sup> A list of all members of the bargaining unit employed on July 1, 2009 is appended to and incorporated into this MOA as Appendix A.

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may be entitled to receive after July 1, 2009 in accordance with Chapter 41, Section 108L had Chapter 41, Section 108L not been underfunded, repealed or amended, and the Town shall pay the entire amount thereof. It is the intent of this section to guarantee to said employees 100% payment of the education incentive pay benefits notwithstanding any subsequent appropriation or legislation which might affect Chapter 41, Section 108L or the Town's reimbursement by the Commonwealth. Such education incentive pay benefits shall be no less than 10% for an Associate's degree in law enforcement or 60 points earned towards a Baccalaureate degree in law enforcement, 20% for a Baccalaureate degree in law enforcement, and 25% for a Master's degree in law enforcement or for a degree in law.

C. Replace paragraph 5) (a) and 5) (b) of the Education Incentive Compensation Section in Article XVI with the following:

5) The three employees (Lt. William McDermott, Sgt. Richard Barron, and Patrol Officer James Riley) who have degrees that were eligible for education compensation under the Town's program as of July 24, 1996, but who are not eligible for any compensation under the Quinn Bill shall continue to receive the same level of benefits provided by the Quinn Bill for their town-qualified level of education as of July 24, 1996.

D. Delete paragraphs 3) and 4) and 7) in the Education Incentive Compensation Section of Article XVI and replace them with the following notation.

3) [Deleted Section].

4) [Deleted Section].

7) [Deleted Section]

#### 4. **Labor Management Study Committees**

The Parties agree to convene the following two labor management study committees with an equal number of representatives not to exceed four (4) from each party to study the following:

A. ELP and longevity benefits

B. Education incentive alternatives, including education incentives for new employees not eligible for Quinn Bill benefits, and Transitional Career Incentive.

The Parties will make a good faith effort to complete their work on these two committees by June 30, 2010.

5. **Meter Collection**

Effective July 1, 2009, the Town may assign civilians and/or uniformed officers to do meter collection work.

6. **Technology Positions**

The Town may move the duties of the position of Information Technology Officer to a civilian(s) when the incumbents (as of July 1, 2009) vacate the position. It is understood and agreed that if both incumbents do not vacate the position of Information Technology Officer at the same time, that the Town may move the duties of the position that is vacated to a civilian(s) at such time as it is vacated.

7. **Direct Deposit**

Effective with the first pay period at least 90 days after the Union has ratified this MOA or as soon as practicable thereafter, all employees shall receive their pay through direct deposit. (The parties understand and agree that employees shall provide direct deposit information to the payroll office on or before October 1, 2009, to enable the Town to set up direct deposit for their paychecks in accordance with this provision.)

8. **Notification**

Amend the last sentence in section 6 ("Notification") of Article VI by replacing "one-half (1/2) hour" with "two (2) hours".

9. **Off-The-Record**

The Parties agree that this MOA shall be "off-the-record" for purposes of bargaining history unless and until it is ratified by the Union membership and approved by the Board of Selectmen.

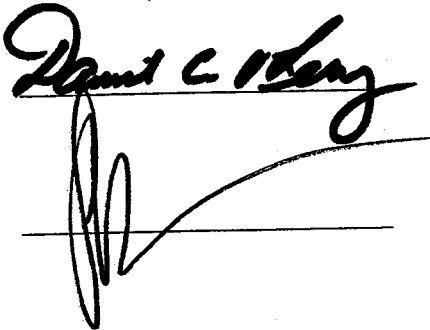
10. **Tentative Agreement**

The Parties agree that this MOA is subject to ratification by the Union membership, approval by the Board of Selectmen, and funding by Town Meeting at the Town meeting scheduled in or about November 2009.

Agreed to on this 3<sup>rd</sup> day of August 2009 by

The Town of Brookline

The Brookline Police Union, Local 1959



Sgt. Ally #68  
President, B.P.U.  
Mass Lop #1959

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AFL-CIO LOCAL 1959  
AUGUST 2009

APPENDIX A

*[Eligible Employees]* 80  
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*Allen, Richard*  
*Amendola, Alfred*  
*Amendola, Andrew*  
*Amendola II, Joseph*  
*Barron, Richard*  
*Burke, Stephen*  
*Callinan, Timothy*  
*Campbell, Paul*  
*Canney, John*  
*Canney, Jennifer*  
*Carroll, James*  
*Chow, Sun*  
*Corrigan, John*  
*Crapo, Lawrence*  
*Crespo, Jr, Carlos*  
*Cullinane, Paul*  
*Davis, Jr. Lloyd*  
*Disario, Robert*  
*Disario, Michael*  
*Elwood, Patrick*  
*Emmerso, Jeffrey*  
*Fallon, Kevin*  
*Ferris, Thomas*  
*Fitzgerald, Lawrence*  
*Ford, Stephen*  
*Gropman, Michael*  
*Gruber, Ilya*  
*Harrington, Mark*  
*Harrington, Philip*  
*Hatchett, Casey*  
*Hatzieleftheriadis, Deborah*  
*Hayes, Derek*  
*Heavey, Micahel*  
*Hingston, Amy*  
*Hunter, Michael*  
*Hutnick, Jeffrey*  
*Inchierca, Dana*  
*Jordan, Holly*

*Keaveney, Michael*  
*Keaveney, Brian*  
*Kelliher, Paul*  
*Kerrigan, Donal*  
*King, John*  
*King, Joseph*  
*Lacy, Keith*  
*Lawlor, Robert*  
*Lipson, Andrew*  
*Maguire, Thomas*  
*Mahoney, Patrick*  
*Malinn, Christopher*  
*McCabe, Katherine*  
*McCarthy, Michael*  
*McCue Jr, William*  
*McDermott Jr., William*  
*McDonnell, Julie*  
*McDonnell, Matthew*  
*McHugh, Kenneth*  
*McNeil, Ronald*  
*McNeilly, Barry*  
*Mealy, Kevin*  
*Miller, William*  
*Molloy, Cheryl*  
*Morgan, Mark*  
*Muise, Peter*  
*Murphy, Robert*  
*Murphy, June*  
*Murphy, Michael*  
*Murphy, Myles*  
*O'Brien, Sean*  
*O'Kane, Justin*  
*O'Leary, Thomas*  
*O'Leary, John*  
*Pilot, Prentice*  
*Reardon, James*  
*Riley, James*  
*Riley, Jr., William*  
*Russell, Sean*  
*Seibolt, Jr., Melville*  
*Serrano, Mario*  
*Seto, Scott*  
*Simmons, William*  
*Simmons Jr, Robert*  
*Sullivan, Kevin*  
*Sullivan, John*  
*Sutherland, Brian*  
*Teahan, Robert*  
*Thornton, Charles*  
*Trahan, Mark*  
*Verrier, Pierre*

*Ward, Thomas  
Weinstein, Steven  
Wilder, Scott  
Yanez, Daniel  
Yee, Stephen  
Yung, Steven*

*The following Officers subject to verification are believed to be eligible:*

*Cheug, David  
Gustie, Al  
Hill, David  
Jennings, John  
Kirby, Kaitlin  
Lee, Morgan  
Kelliher, Brendan  
Mayer, Robert  
Morgan, Brendan  
O'Connor, Michael*