

**MEMORANDUM OF AGREEMENT
BETWEEN
THE TOWN OF BROOKLINE ("Town")
AND
THE BROOKLINE POLICE UNION,
MASSACHUSETTS COALITION OF POLICE AFL-CIO ("Union")**

FY 2012, FY 2013, and FY2014

July 10, 2014

The Town of Brookline ("Town") and the Brookline Police Union, Massachusetts Coalition of Police AFL-CIO ("Union"), collectively referred to as the "Parties", agree to extend their July 1, 2010-June 30, 2011 collective bargaining agreement through June 30, 2014 except as modified by this Memorandum of Agreement ("MOA").

1. Duration

July 1, 2011 – June 30, 2014

2. Compensation

a. Article XVI Wages

Increase the wages in the Pay schedule in Article XVI as follows:

Effective July 1, 2011	+ 1.5%
Effective July 1, 2012	+ 2.0%
Effective July 1, 2013	+ 2.0%

b. ELP

Eliminate the ELP program effective upon the date of ratification June 30, 2014. All employees who participated in the ELP are not eligible for sick leave buy back pursuant to Article VI, Paragraph 9 upon separation from employment. Employees who, as of January 1, 2013, were already receiving benefits under the ELP program shall continue to receive such benefits in accordance with the ELP program until such time as each such employee has finished or been removed from the ELP program.

c. Senior Step

Effective July 1, 2011, add a new Senior Step to the Pay Schedule in Article XVI as follows:

P-1 Patrol Officer	+5% of Patrol Officer Max
P-2 Police Sergeant	+5% of Police Sergeant Max
P-3 Police Lieutenant	+5% of Police Lieutenant Max
P-4 Police Captain	+5% of Police Captain Max

Employees must have 20 or more years of service in the bargaining unit to be eligible for the Senior Step. Senior Steps shall not be considered in determining

rank differentials. The Senior Step shall not be used to calculate night differentials, lag time, education incentives including Quinn, or any stipend or pay that is based on the maximum base salary. Effective July 1, 2012, the Senior Step shall be used to calculate night differentials, lag time, and Quinn benefits, but not "Educational Incentive Compensation for Non-Quinn Eligible Employees".

d. **Article XVI Night Differential**

Effective June 30, 2014, replace "5 ½ %" with "7%" for employees regularly assigned to the Last Half shift.

e. **EMT**

Effective January 1, 2013, add an annual \$2,000 stipend for employees who have an Emergency Medical Technician (EMT) certification issued by the Commonwealth of Massachusetts. Such stipend shall be paid on or about the end of December to each employee who has maintained his/her EMT certification for the entire calendar year in which the stipend payment is made. Such stipend shall be prorated for any employee who has not maintained his/her EMT certification for the full calendar year. Such stipend shall not be included in the base pay for calculating contractual overtime or lag time. (The first stipend under this EMT provision shall be earned in December 2013 for calendar year 2013.)

3. Article VII Section 3- Relief Lieutenants

Effective July 1, 2013, increase the weekly differential from \$75 to \$85.

4. Article XIV, Section 9 Leave for Union Business

Amend Section 9 of Article XIV by adding the following new sentence to the end of Section 9:

Effective January 1, 2014, the cumulative total of days for union business by union officers or bargaining committee members shall be increased to fifty (50) days per calendar year.

5. Narcan

The Parties agree that the Town has satisfied all bargaining obligations associated with the administration of Narcan by employees in the bargaining unit.

6. Captains and Deputy Superintendents

Effective on or after June 30, 2014, all Captain positions shall be removed from the bargaining unit. The incumbent captains as of March 12, 2014, will be offered a Deputy Superintendent assignment on or about January 1, 2015, a specialist assignment in the Police Department. Subsequent assignments to Deputy Superintendent are at the discretion of the Chief of Police.

Effective on or about January 1, 2015, the Town may implement its Deputy Superintendent position and when implemented, the first and all subsequent appointments to the position of Deputy Superintendent, not to exceed four (4) Deputy Superintendent positions, will be made from the ranks of Captain and Lieutenant in the Brookline Police

Department. The Deputy Superintendent position is a confidential and managerial position and is excluded from the bargaining unit. The parties agree that the Town has satisfied all of its bargaining obligations with respect to implementation of the Deputy Superintendent position including, but not limited to, bargaining obligations regarding the transfer of bargaining unit work to the Deputy Superintendent, and the sharing of bargaining unit work with the Deputy Superintendent, and the elimination of the rank of Captain. Deputy Superintendents will not be eligible to perform private paid details.

7. Clean Slate Provision

- A. Incherica Grievance/Arbitration shall be settled on the basis of the Level 1 grievance answer by the Chief of Police. The parties' agree that the Level 2 grievance and the Level 2 response shall not be used by either party for any reason.
- B. The Union shall withdraw its grievance referred to as the "Loud Party Car" grievance and all Level one and Level two grievances and answers associated with this grievance shall be rescinded.

8. This MOA is subject to agreement on the FY 2015 Memorandum of Agreement between the Parties.

9. This MOA is subject to Union ratification, approval by the Board of Selectmen, and funding of the cost items at Town meeting.

Agreed to on this 10th day of July 2014 by the negotiating teams for:

Town of Brookline

Daniel C. O'Leary
Mark P. Mangan
Sandra DeBorja (ml)

Brookline Police Union, Massachusetts Coalition of
Police AFL-CIO

Thomas J. Magliaro
William R. Sirota
Joseph J. King
W.P. King
Michael R. [Signature]
John J. [Signature]
