

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE TOWN OF BROOKLINE

AND

THE TEAMSTERS, LOCAL 25

(E-911 Dispatchers)

July 1, 2018 – June 30, 2021

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AND

THE TEAMSTERS, LOCAL 25 (E-911 Dispatchers)

This AGREEMENT entered into this 1st day of July, 2018 by and between the TOWN OF BROOKLINE, hereinafter referred to as the "Employer" or "Town" and LOCAL 25, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union", has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of peaceful procedures for the resolution of differences, and the establishment of rates of pay, hours of work, and other conditions of employment.

ARTICLE 1

Recognition

Pursuant to MCR-02-4957, the Employer recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours and working conditions for full-time and regular part-time emergency telecommunications dispatchers employed by the Town of Brookline, including and emergency telecommunications dispatchers ("ETD"), excluding intermittent, casual, temporary and seasonal employees, managerial and confidential employees, and all other Town employees. (See Appendix A for list)

The parties agree that the Chief Emergency Telecommunications Dispatcher shall be excluded from the bargaining unit effective February 11, 2003.

ARTICLE 2

Non-Discrimination For Union Membership

Section 1. The Town and the Union agree that there will be no discrimination by the Town or the Union against any employee because of his or her membership in the Union.

Section 2. The term "he" or "his" as used in this agreement shall apply equally to male and female employees.

ARTICLE 3

Definitions

Section 1. "Employee" or "employees" means the person or persons for whom the Union is recognized as the sole and exclusive bargaining agent. Emergency Telecommunications Dispatcher ("ETD") are collectively referred to as dispatchers.

Section 2. "Town" means the Town of Brookline acting through its Board of Selectmen and its authorized representatives, including the Town Administrator, the Human Resources Director, and the Chief of Police, or his designee.

Section 3. "Work Shift" means the regular work shift of an employee from the normal starting time to the normal quitting time for each employee, exclusive of overtime.

Section 4. "Department Head" means the Chief of Police, or such person as may be authorized or designated to serve as his designee.

Section 5. "Department" means the Town of Brookline Public Safety Dispatch Facility (E-911 Dispatch) as certified in May of 2002 (MCR-02-4957) by the Massachusetts Labor Relations Commission and modified by this Agreement.

ARTICLE 4

Union Dues, Agency Fee, and Access to Members

1. Union Membership Dues.
 - a. In accordance with Chapter 180, section 17A of the General Laws of the Commonwealth of Massachusetts, the Town shall deduct from the earned wages periodic Union membership dues initiation fees and assessments, if any, 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.
 - b. The Union shall indemnify and save the Town harmless against any claim, demand, suit or other form of liability that may arise out of or by reason of action taken by the Town for the purpose of complying with this Article.
2. Agency Service Fee.
 - a. Subject to the exceptions set forth below, every employee in the bargaining unit represented by the Teamsters Local 25, and who are not member of said Union shall be required to pay the Union an agency service fee as a continuing condition of employment provided that the Union's agency fees are in compliance with law.
 - b. The collection of the agency service fee shall be the responsibility of the Union, except that the Town will deduct the fee from the wages of any employee who executes an appropriate deduction form as required by law.
 - c. No action shall be taken by the Town against any employee who fails to pay an agency service fee except upon specific written complaint by the Union. The Union agrees to indemnify and save the Town harmless against all claims, demands, suits or other forms of liability, including attorneys' fees, which may arise by reason of any action taken pursuant to this Article.
 - d. Employees with less than one month of service shall not be required to pay the agency service fee as a condition of employment.

3. Union Access to Members.

With the prior approval of the Department Head or the Shift Commander, the Town agrees to permit representatives of Teamsters Local 25 to enter the Public Safety Building to investigate specific grievances and to meet for reasonable periods of time with union members. Such Local 25 representatives will not be permitted to solicit grievances nor to interfere with or disrupt the performance of duties assigned to employees. Such meetings shall be conducted in the break room or one of the conference rooms in the Public Safety Building. Local 25 representatives will not generally be permitted in the dispatch center as it is a restricted area unless they have a specific grievance which requires them to view the dispatch center and they obtain the prior approval of the Chief of Police or the Shift Commander. However, one Local 25 representative will be permitted to meet for a short period of time, generally not to exceed 20 minutes, with bargaining unit members in the dispatch center providing, in accordance with the above provisions, that his presence does not disrupt the operation or performance of employees in the dispatch center.

4. Union Steward.

The Employer recognizes the right of the Union to designate one (1) Union Steward ("Steward") and one (1) Alternate Union Steward ("Alternate Steward") from the Employer's seniority list.

The authority of the Steward/Alternate Steward so designated by the Union shall be limited to, and shall not exceed the following duties and activities:

- I. The investigation, but not the solicitation of grievances, and the presentation of grievances to the Employer or the Employer's representative in accordance with the provisions of this collective bargaining agreement.
- II. The transmission of such messages and information which shall originate with, and are authorized by the Local Union or its officers, provided such messages and information:
 - a. have been reduced to writing, or
 - b. if not reduced to writing, are of a routine nature and do not involve work stoppages, slow-down, refusal to handle goods, or any other interferences with the Employer's business.

The Steward and Alternate Steward have no authority to take strike action, cause a slowdown or take any other action interrupting the Employer's business.

The Union reserves the right to remove the Steward at any time for the good of the Union.

The Employer agrees to grant the necessary and reasonable time off not to exceed three (3) working days in the aggregate, without loss of seniority rights and without pay, to the Union Steward and/or Alternate Steward, designated by the Union to attend a labor convention or serve in any capacity on other official Union business, provided that the Union gives the Chief of Police or his/her designee written notice at least seven days in advance, specifying the length of time off needed. The Union agrees that, in making its request for time off for Union activities, due consideration shall be given to the number of employees affected in order that there shall be no disruption of the Employer's operation due to lack of available employees.

ARTICLE 5

Management Rights

The Employer shall have control of its operations and shall not be interfered with by the Union in the operations or requirements of its facilities. It is understood that nothing herein shall affect the right of the Employer to direct its work force, to determine the number of employees required, to issue rules and regulations, and to arrange the hours and place employees shall work for the Employer in order to meet the demands of the Employer and/or to effect efficient operations. The listing of specific rights of management in this Article is not intended to be a waiver of any of the rights of the Employer not listed herein. Such inherent management rights shall remain exclusively with the Employer except as they may be shared with the Union by specific provisions of this agreement.

- a) Among the management rights that are vested exclusively with the employer are the following: the right to hire; promote; transfer; the right to demote; the right to suspend or discharge; and the right to relieve employees from duty because of insufficient funds.
- b) The Employer shall have the freedom of action to determine the methods, the means and the personnel for all operations, including the scheduling of operations, the methods, materials, and equipment to be used, the training to be required of employees, and the extent to which its own or other facilities and/or personnel shall be used. The Employer shall select and determine the number and types of employees required and shall assign work to such employees in accordance with requirements determined by management and shall establish and change work schedules as necessary. The Employer shall take whatever action is necessary to carry out its work in emergency situations.
- c) The Employer shall have the unrestricted power of appointment of supervisory personnel.

ARTICLE 5A

Police Officers

- A. Light Duty Police Officers. The parties understand that Brookline Police Officers on light duty have been and may continue to be assigned to call-taking work to supplement the civilian personnel. For purposes of this Agreement, supplement shall mean a light duty police officer performing call-taking work in addition to:

4 civilians on the day shift

3 civilians on the 1st half

3 civilians on the 2nd half (also referred to as the last half).

A light duty police officer working in the dispatch center shall not be deemed to be replacing civilian personnel when there are four civilians on the day shift, three civilians on the first half, and three civilians on the last half.) The parties agree that the Town may use police officers on light duty to do call-taking work to replace a civilian for the completion of an unforeseen interrupted shift.

- B. Emergencies. The Town may, as determined by the police officer in charge ("C.O."), use police officers to perform call-taking and dispatch work when the C.O. determines that an unforeseen emergency has occurred. At such time, the Town would be permitted to use police officers as necessary to temporarily work in the civilian dispatch operation with civilians.
- C. House Officer. The Police House Officer has a phone designed to receive overflow calls from the dispatch center. Incoming calls will ring in the dispatch center six times before they simultaneously ring at the House Officer's phone.
- D. Nothing in this Article shall be construed or deemed to establish any minimum manning.

ARTICLE 6

No Strike – No Lock Out

The term "strike" wherever used in this Agreement, shall be deemed to include any strike, sit-down, slowdown, or any other work stoppage or concerted refusal in whole or in part to perform normal work duties on the part of any employee covered by this Agreement.

- (A) The Union agrees that there shall be no strikes, and the Town agrees that there shall be no lockouts.
- (B) Union shall in good faith take every reasonable action to terminate the unauthorized strike or work stoppage immediately.
- (C) Any employee who engages in an illegal strike or work stoppage may be discharged by the Town and shall have no rights to reemployment.
- (D) A steward who fails to take all reasonable steps to avoid an unauthorized strike or work stoppage may be subject to discharge regardless of the level of discipline imposed upon other striking employees.

ARTICLE 7

Seniority and Shift Bids

Section 1. Seniority for purposes of layoff, shift bids, and selection of vacation shall mean total years of permanent and continuous service by classifications of employees within the Department. Employees in the bargaining unit as of July 1, 2002 shall be ranked by seniority in accordance with Appendix A attached hereto. Employees hired in the Department after July 1, 2002, shall be ranked in seniority in accordance with their date of hire, then the scores on the Dispatcher exam. (In the event of a tie, a lottery/coin toss will determine the tied employees' priority.) The following shall be the classification for purposes of this Article:

- I. Dispatcher (includes Fire Alarm Operator/Emergency Telecommunications Dispatcher and Emergency Telecommunications Dispatcher)

Section 2. Layoffs will be made according to date of seniority as defined in Section 1 of this Article with the least senior employees being laid off first. Recall shall be in the reverse order of layoff. Part-time employees shall be laid off prior to full-time employees regardless of seniority.

Section 3. New employees hired on or after April 1, 2017, and those hired after a break in continuity of service will be regarded as probationary employees for their first nine months of employment or reemployment as the case may be and shall have no seniority status. The nine (9) month probationary period shall start upon completion of the dispatch academy. The Chief of Police or his designee may extend the nine (9) month probationary period up to an additional six (6) months on a case-by-case basis. Probationary employees may be discharged for any reason during their probationary period without recourse to the grievance or any other procedure of this Agreement. If still employed at the end of such probationary period, their seniority shall be effective as of their original date of hire/rehire. Probationary employees will be subject to all of the Town's policies, rules, regulations.

If still employed at the end of such probationary period, their seniority shall be effective as of their original date of hire. Probationary employees will be subject to all of the Town's policies, rules and regulations.

Section 4. Supervisory Positions. All employees promoted to a supervisory position shall complete a probationary period of six (6) months of full-time service prior to receiving permanent status in the higher position. If the employee's performance as a supervisor is unsatisfactory, the Town may remove him from the supervisory position and return him to a dispatcher position providing he held such a dispatcher position in the Department prior to being a supervisor. It is understood and agreed that the Town is not required to return a supervisor to a dispatcher position and that the Town may take disciplinary action, including termination, for misconduct, whether or not the employee is returned to a dispatcher position.

Section 5. Annual Shift Bid.

- a. The Town will hold one annual shift bid in November and any shift changes as a result of such a bid will go into effect at 7:00 a.m. on the first Monday following January 1st. Employees with more than 6 months of service may bid for shift assignments based on seniority.
- b. The Town shall continue to have the right to have a floater shift which is subject to change as needed. This floater shift will be included in the annual bidding.
- c. The Town may assign employees to any shifts and day off groups and change such shifts and day off groups for all employees during their first six months of service in the dispatch center. (The six month period starts to run when they have completed their academy training and have commenced work in the Town's Dispatch center.)

ARTICLE 8

Discharge and Suspension

Section 1. The Town may suspend or discharge for just cause an employee who has completed his probationary period. (The just cause provision shall not apply to employees who have not completed their probationary period, nor will it apply to other forms of disciplinary action.)

Section 2. An employee being suspended or discharged will be given the opportunity to be represented by the Union steward. In special cases requiring immediate suspension or discharge or where the employee's continued presence in the work area could endanger property or the safety of other employees or interfere with operations, notification will be given to the union steward as soon as practical after the suspension/discharge

ARTICLE 9

Grievance and Arbitration 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 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 Director on the same day.
- D) Grievances as defined in paragraph A of this Article 9, that is grievances involving interpretation or application of this Agreement, shall be settled in the following manner:

Step 1. The Union shall take up the grievance in writing with the Chief of Police within 15 calendar days of the date of the occurrence of the grievance. The Chief will render his/her decision in writing within 7 calendar days after he/she receives the grievance unless it is mutually agreed 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 7 calendar days after the Step 1 response is received. The Human Resources Board must render its decision in writing within 14 calendar days after receipt of the grievance unless it is mutually agreed that additional time to answer will be allowed.

Step 3. If the grievance has not been settled at Step 2, it may be submitted to arbitration in the following manner. The Employer 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, the party seeking arbitration must, within ten (10) calendar 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 15 days after the hearing. The arbitration decisions 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 the arbitrator

finds he/she 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- Civil Service. 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 this Agreement.

ARTICLE 10A

This section intentionally left blank.

ARTICLE 10B

Hours of Work and Overtime

Effective on or about the last Monday in October 2008, Article 10B shall apply to all employees instead of Article 10A.

Section 1. The normal workweek for full-time dispatchers will consist of four 8-hour days on duty and two days off. Each full-time dispatcher shall have a regular starting and quitting time, which may be different from the regular starting and quitting time of other employees. The Chief of Police shall have the authority to set and change the hours of work, shift schedules, including starting and quitting times, to meet the needs of the department and operations and shall give the union at least one week prior notice except in an emergency.

The parties understand that the town may have one full-time position, referred to as the "floater" or "floating position", which may be assigned 40 hours or less per week on 5 or fewer days per week. The Chief may change the shift, days off, and schedule of this floating position as needed week by week.

Section 2. Employees who are unable to report to work due to illness or any other reason should inform a designated representative of the Town at least 3 hours prior to the beginning of the work shift for which they are scheduled to report. When the employee does not have 3 hours prior notice he shall provide as much notice to the Town's representative as is practicable under the circumstances but no less than one hour..

Section 3A. Dispatchers shall receive time and one-half the employee's straight time hourly rate shall be paid for all hours worked in excess of eight (8) hours in the workday (except for the floater who may be assigned double shifts at straight pay as part of his 40 hour work week.). Dispatchers shall receive time and one-half for all hours worked in excess of forty (40) hours in the workweek. This Section 3A shall not apply to employees who are required to present doctors' certificates pursuant to Section 4 of Article 17; such employees shall be under Section 3B of this Article 10B.

Section 3B. Employees who are required to present doctors' certificates pursuant to Section 4 of Article 17 shall receive time and one-half for all hours worked in excess of 40 hours in the work week; hours for sick leave shall not count as hours worked.

Section 3C. Employees shall receive straight time for hours worked between 32 and 40 hours on short weeks (weeks where the employee is regularly scheduled to work 32 hours) except as provided otherwise in Section 3A.

Section 4. An employee required to return to work (called back after leaving) following his normal tour of duty, or required to work on a regular day off (called back), shall be guaranteed four (4) hours of work or pay at the overtime rate. The employee may be required to perform any available work in his classification during said four (4) hour period. It is understood and agreed that an employee(s) who is a hold over at the end of their shift shall not be entitled to the 4-hour minimum. A hold over shall be defined as an employee who works immediately after the employee's scheduled work shift. Employees who are required to continue working after their regular shift has been completed are considered to be holdovers and are not entitled to the 4-hour minimum and will receive pay (overtime or straight pay) in accordance with Section 3A or 3B of Article 10B, as the case may be.

Section 5. Distribution of Overtime.

Overtime work will be offered and assigned as equitably as possible; however, the Town may assign overtime to any employee immediately available to meet the needs of the operation.

In such situations when the Chief Dispatcher takes an overtime assignment, the forced overtime list shall not be affected and the dispatcher on the top of the forced overtime list shall remain there.

Section 6. Employees are required to work overtime when directed to do so by the Town. All overtime work must be authorized. The Town agrees to give consideration on an individual basis to employee requests to be excused from required overtime in those circumstances where the excuse is justified. Except in extraordinary circumstances permission to be excused from required overtime will not be granted on Friday or Saturday.

Section 7. One-Time Sunset.

Upon written notice to the Union, the Town may sunset this Article 10B. Provided that the Town has given the Union written notice in the month of June of 2011, Article 10A shall be in full force and effect on the first Monday 90 days after such notice and Article 10B shall expire on such Monday.

Section 8. Criminal and Civil Cases.

Employees who, when not on duty, attend court as a witness in a criminal or civil 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.

This provision does not apply to the Floater on "Short days" who attends court beyond 11:00 a.m. and in such cases the Floater shall be excused from his/her next tour of duty with straight pay, if such next tour of duty begins on the same calendar day and in such cases the Floater will not receive court pay. If court time on short days off extends beyond 12:30 p.m., the Floater 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.

ARTICLE 11

Wages

Section 1. The Wage Schedules for bargaining unit employees are attached hereto and incorporated herein as Appendix B.

Section 2. An employee who agrees may be temporarily designated by the Chief of Police in writing to work in a higher paying job to fill in for an absent employee or for other reasons will receive the rate of the higher paid job starting with the sixth consecutive work day in which he occupies and performs the higher paying job. Forms will be provided in order to maintain a record of the assignment and authorization to temporarily compensate out-of- grade.

Section 3. Direct Deposit and Electronic Pay Advisories

A. Direct Deposit

Each employee shall designate an account to which the Town shall directly deposit the employee's compensation and the Town shall pay compensation to employees through direct deposit to the account designated by each employee. (The parties understand and agree that the employees will need to provide direct deposit information and authorization to the payroll office within sixty (60) calendar days of the ratification of the parties'; collective bargaining agreement.)

B. Electronic Pay Advisories

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

Section 4. Education Incentive:

A. Except as otherwise provided in this Section 4, only one of the following degrees from a NEASC accredited university or college shall be considered for the education incentive under this Section: Bachelor's degree or Master's degree in :

Criminal Justice

Fire Science

Communications

Registered Nurse

Any foreign language

The Human Resources Director and Chief of Police may, in their sole discretion, authorize the payment of an incentive to eligible employee for one of the above degrees from a college or university outside of New England and therefore not accredited by NEASC and/or a degree not listed above. The decision of the Human Resources Director and the Chief of Police shall be final and shall not be subject to grievance and arbitration.

B. Effective July 1, 2017, The education incentive under this Section 4 shall be \$800.00 per fiscal year and shall be prorated for employees who have not worked for the full prior fiscal year or who did not have the qualifying degree for the full prior fiscal year. The incentive provided by this Section 3 shall be paid out following completion of the fiscal

year on or about the second pay period in July for eligible employees. The first time the incentive will be paid out will be on or about the second pay period in July 2014 for the prior fiscal year (July 1, 2013 – June 30, 2014). Employees who have more than one qualifying degree are only eligible for one incentive. (There is no pyramiding of incentives.) The incentive provided by this Section 3 shall not be included in base wages for contractual overtime but is included in base wages for FLSA overtime.

Notwithstanding any provisions to the contrary in paragraph A of this Section 3, employees who were in the bargaining unit as of September 19, 2013 and who have a Bachelor's degree or Master's degree as of September 19, 2013, shall be eligible for the incentive in this Section 3 without regard to the college or university from which the degree was conferred or the subject area of the degree.

Employees who received education incentive pursuant to the Section 4 are not eligible for benefits pursuant to Section 5 of Article 11.

Section 5. Limited Education Incentive

Employees in the bargaining unit as of September 19, 2013 who do not have a Bachelor's degree or Master's degree shall receive an annual payment of three hundred dollars (\$300) effective July 1, 2012. Effective July 1, 2017, the limited education incentive shall be three hundred and fifty (\$350). Such payment shall not be included in base wages for contractual overtime. This section 4 shall be removed from the collective bargaining agreement when each of the three employees who were in the bargaining unit as of September 19, 2013 and who were receiving this benefit have separated from employment or are receiving the Education Incentive in Section 3 of this Article 11.

Section 6. Bi-weekly pay: The Union agrees that the Town has satisfied its bargaining obligations with respect to paying employees on a bi-weekly basis. The Town agrees to provide the union and employees with ninety (90) calendar days' notice prior to implementation of bi-weekly pay and that the Town will not implement the change to bi-weekly pay until it does so for all other employees in the Town (excluding school department employees).

Section 6. Pay Day

The Union agrees that the Town has satisfied its bargaining obligations with respect to changing pay day from Thursday to Friday.

ARTICLE 12

Longevity

For purposes of this Article, length of service shall be defined as total years of permanent, continuous, uninterrupted service with the Town of Brookline. Longevity payments shall be paid to each full-time employee (except the employees listed in Longevity section of Appendix D attached hereto) in accordance with the following schedule:

<u>Length of Service with the Town</u>	<u>Amount of Annual Payment</u>
At least 10 years, but less than 15 years	\$400.00

At least 15 years, but less than 20 years	\$550.00
20 years or more	\$700.00

Effective **July 1, 2005**, longevity will increase by \$25.00 for each longevity level in accordance with the following schedule:

<u>Length of Service with the Town</u>	<u>Amount of Annual Payment</u>
At least 10 years, but less than 15 years	\$425.00
At least 15 years, but less than 20 years	\$575.00
20 years or more	\$725.00

Part-time employees regularly scheduled to work 20 or more hours per week shall receive longevity for their length of service in accordance with the above schedule except that the amount of the longevity payment that such a part-time employee receives shall be in proportion to the relationship of their annual work schedule to that of a full-time employee. (For example, if a part-time employee with eleven years of service works 32 hours per week. His work schedule is 80% of a full-time schedule, and he would receive \$320.00 which equals 80% of the \$400 longevity payment.) Longevity payment shall be in a lump sum payable on or about the employee's anniversary date of hire. Employees who work less than 20 hours per week shall not be eligible for longevity.

ARTICLE 13

Uniform Allowance

Section 1.

New hires shall be provided with a full uniform by the Town. Employees with at least one year of service in the Department as of September 15th will be provided with an annual allowance for expenditures on uniform items not to exceed two hundred fifty dollars (\$250.00) per year. Effective July 1, 2004 such uniform allowance shall be increased from \$250 per year to three hundred dollars (\$300.00) per year. Effective July 1, 2004 such uniform allowance shall be increased from three hundred dollars (\$300.00) per year to three hundred fifty dollars (\$350.00) per year. The Town will use a quartermaster system for this annual allowance. Employees with at least one year of service in the Department as of September 15th shall receive a cleaning allowance in the amount of fifty dollars (\$50.00) per year payable to the employee after September 15th of each year. Effective September 15, 2003, the annual cleaning allowance shall be \$75.00. Effective September 15, 2011, the annual cleaning allowance shall be increased from \$75.00 to \$85.00.

Section 2. The Town shall have the right to prescribe the clothing and uniform to be worn by each employee on duty. Changes in uniforms will not exceed \$300.00 per year. Failure to wear prescribed uniform may result in disciplinary action.

Section 3. Effective July 1, 2004 and for a period of four years through June 30, 2020, the Town agrees to pay the uniform allowance in cash annually (minus deductions required by law) to each eligible member of the bargaining unit. This "Modified Uniform Allowance System" shall expire and the system in place on June 30, 2004 (described in paragraph 1 above) shall, be re-instituted effective July 1, 2020 unless the parties agree to a continuation of the Modified Uniform Allowance System.

Protections:

- Employees may be disciplined for failing to maintain a proper, serviceable uniform; such discipline may be grieved up to Step 2 only, but is not subject to arbitration.
- Employees who fail to maintain a proper, serviceable uniform or any required serviceable item(s) shall have their subsequent allowance withheld, and the Town shall use such allowance to purchase the item(s) for the employee(s).

ARTICLE 14

Holidays

Section 1. Paid Holidays under this Agreement for regular full time employees who have been employed at least ninety (90) days, shall be as follows: New Years Day, Martin Luther King Day, Presidents Day, Patriots Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day, and Bunker Hill Day.

Section 2. Full-time employees shall receive a day's straight time pay in the pay period in which the holiday occurs for each of the above twelve (12) holidays except an employee who does not work the holiday because he is on sick leave. A day's pay for a holiday shall be equal to 8 hours at the full-time employee's straight time hourly rate.

ARTICLE 15

Vacations

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

Section 2A. Applicable to employees hired before June 30, 2014.

Each eligible full time permanent employee hired before July 6, 2013 shall be granted an annual vacation with pay in accordance with the following schedule (except those employees listed in the Vacation Section of Appendix D attached hereto):

Length of Full-Time Service as of July 1st

Vacation

New employees hired before June 30:	Five (5) work days as of anniversary date of hire;
At least 1 year but less than 5 years:	Ten (10) work days as of anniversary date of hire;
At least 5 years, but less than 10 years:	Fifteen (15) work days as of anniversary date of hire;
At least 10 years, but less than 15 years:	Twenty (20) work days as of anniversary date of hire;
15 years or more:	Twenty-five (25) work days as of anniversary date of hire;

Vacation is earned by actual service during the vacation year and is credited on June 30th of the current vacation year.

Section 2B. Applicable to employees hired on or after June 30, 2014.

Each eligible full time permanent employee hired on or after July 6, 2013 shall be granted an annual vacation with pay in accordance with the following schedule (except those employees listed in the Vacation Section of Appendix D attached hereto):

<u>Length of Full-Time Service as of July 1st</u>	<u>Vacation</u>
New employees hired before June 30:	Five (5) days as of anniversary date of hire;
At least 1 year but less than 5 years:	Ten (10) work days as of anniversary date of hire;
At least 5 years, but less than 15 years:	Fifteen (15) work days as of anniversary date of hire;
15 years or more:	Twenty (20) work days as of anniversary date of hire;

Vacation is earned by actual service during the vacation year and is credited on June 30th of the current vacation year.

Section 3. Part-time Employees. Part-time employees regularly scheduled to work 20 or more hours per week will be granted that proportion of the earned vacation leave provided in the above schedule which their part-time service bears to full-time service. Employees who are regularly scheduled to work less than 20 hours per week do not receive vacation.

Section 4. Absence Without Pay. When an employee is on leave without pay and/or absence without pay for more than fifteen cumulative (not necessarily consecutive) scheduled work days in any vacation year, such employee shall have deducted from his vacation allowance that proportion of the allowance provided in the above schedule which the number of such work days of absence bears to the total number of scheduled work days in the vacation year. The same principle shall apply proportionately to vacation allowance deductions for employees with less than twelve months of service as of June 30th. This section shall not be applicable to the first six months without pay when an employee is receiving Worker's Compensation.

Section 5. The vacation schedule shall conform to the requirements of the Town and all vacations are subject to the approval of the Department Head. The number of employees in each classification who may take time off for vacation at any one time shall be subject to the needs of the Town as determined by the Department Head.

Section 6. Application for vacation leave shall be made in writing, on a prescribed form, and approved by the Department Head, or his designee. Requests for individual vacation days must be submitted as early as possible but no later than 72 hours prior to the day requested during the months of May through September inclusive and 48- hours in advance during all other months.

Section 7. Subject to the needs, requirements and proper functioning of the Town, the Department Head will be guided by the following:

- (a) Two (2) weeks of vacation shall be granted during the period June 1 to September 15 to as many employees as can be permitted to take time off during said period and still maintain appropriate Town services.
- (b) Seniority in accordance with the date of permanent appointment to the Department and Appendix A, by shift, shall determine priority in the selection and allocation of time off for vacation.
- (c) The vacation schedules shall be posted. No employee who is entitled to more than two weeks of vacation leave shall request such additional vacation leave until every employee who is entitled to two weeks of vacation leave has had an opportunity to request his 2 weeks of vacation.

Section 8. Vacation leave shall not be carried over from one year to the next unless approved by the Department Head for extenuating circumstances, and under no circumstances shall an employee continue to accrue vacation time if he has six (6) or more weeks of credited unused vacation time.

ARTICLE 16

Other Leave

Section 1. Bereavement Leave. Upon evidence satisfactory to the Department Head, employees shall be granted leave of absence with pay in the event of death in the immediate family. Such leave shall extend from the time the employee receives notification of the death to the first workday following the day of the funeral, or memorial service, not exceeding a period of four (4) work days. "Immediate family" shall consist of father, mother, brother, sister, spouse, child, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparent, grandchild, and person living in the employee's immediate household.

Upon evidence satisfactory to the Chief, in the event the funeral, or memorial service, of a step-mother, step-father, brother-in-law, sister-in-law, aunt, uncle, spouse's grandparent occurs on a work day, the employee shall be granted leave with pay not to exceed one work day to attend the funeral or memorial service.

Section 2. While on any unpaid leave, it is the employee's responsibility to pay his/her portion of any health and life insurance premiums payable during the period of absence.

Section 3. Court Leave. Employees who are called or summonsed on behalf of the Town shall be granted court leave; if the witness fees amount to less than the employee's regular rate of compensation, the employee shall be paid an amount equal to the difference between the fee he received and his regular pay. When an employee has been excused by the court, he shall report back to work whenever he can work four or more consecutive hours during his scheduled shift.

Court leave without pay shall be granted when an employee is engaged in litigation unrelated to his position as an employee of the Town and he is required by a subpoena of a court or state or federal agency to testify. (Employees may use accrued personal leave or vacation time for such an absence.)

ARTICLE 17

Sick Leave

Section 1.

All full-time employees shall be credited with 1.166 days of sick leave on the first day of the calendar month following employment with the Town and will accumulate thereafter 1.166 days for each full calendar month work during the first calendar year of the employment. Permanent full-time employees shall be entitled to sick leave, with exceptions noted below, at the rate of fourteen (14) working days per calendar year credited on January 1 of the year following employment. .

Part-time employees regularly scheduled to work 20 or more hours per week shall receive pro-rated sick leave in proportion to the relationship of their annual work schedule to that of a full-time employee. Part-time employees who work less than 20 hours per week are not eligible for paid sick leave.

Accrued, but unused sick leave may be accumulated from year to year without limit, until such time as the Town offers long-term disability insurance to employees when sick leave accumulation shall be limited to 90 days.

Section 2. Notification. No employee shall be entitled to sick leave without loss of pay as provided in Section 1 of this Article unless the employee has notified his immediate supervisor of his absence and the cause thereof at least one hour before the start of his shift. Failure to provide the requisite notice shall result in the absence not being chargeable to sick leave and the employee not receiving any pay for his absence. An employee, however, shall strive to provide a minimum of three hours prior notice of his absence when possible.

Section 3 A Sick leave pay is only for absence due to a non-work incurred injury or illness and is not to be used as holiday, personal, or vacation time. Sick leave benefits may not be paid for the day before or the day after a scheduled day off, holiday or vacation unless the employee is able to verify such illness and inability to work with a physician's certificate satisfactory to the Chief of Police. The employee will be required to produce such certificate prior to or upon his return to duty failing which the employee will lose pay for that day. If the employee already received pay for a day(s) for which he did not provide the required verification, the Town may deduct pay for such day(s) from a subsequent payroll check.

Section 3B. Serious Illness in Immediate Family – An employee may use up to five (5) days of his/her accrued sick leave per calendar year to care for a member of the employee's immediate family with a serious illness. Immediate family shall be defined as the employee's spouse, child, parent, or a person living in the employee's household. Any employee, who is required to submit a doctor's certificate pursuant to Section 4 of this Article, shall be required to submit a doctor's certificate for all absences for serious illness in immediate family. Such certificates shall include the employee's name the name and relationship to the employee of the immediate family member with a serious illness, a statement that the immediate family member has a serious illness with the dates(s) of such serious illness and the date(s) such doctor examined and/or treated the immediate family member.

Section 4. The Chief of Police is authorized to demand a doctor's certificate (copy attached at Appendix C) from an employee who is absent three or more consecutive days or whose pattern of absences of single days reasonably raises a suspicion of 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 the employee's 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 to take disciplinary action as may be reasonable under the circumstances. At all times the Chief's actions shall be reasonable.

Section 5. If an employee uses sick leave for purposes other than legitimate illness or non-work incurred injury, the employee may, at the Town's discretion, be subject to disciplinary action.

Section 6. The Town may require an employee who seeks to return to work after a leave of absence for sickness or other cause to be examined by a physician selected by the Town in order to determine the employee's fitness to work. The employee will not lose sick leave if he notifies the Town that he is ready and able to return to work and due to the unavailability of the Town's physician, is unable to obtain a physician's clearance to return to work. If the Town selected physician and the employee's personal physician disagree on the employee's fitness to return to work, a third physician specializing in the area(s) of the employee's illness/injury shall be designated by the Town's Occupational Health Provider after consultation with the Human Resources Director and the employee's personal physician. This third physician shall make the final determination. The Town shall pay for the third physician. This section shall not be applicable to employees on Workers' Compensation.

If the Town requires a medical certificate, the Town will pay the cost, if any, of the Physician.

Section 7. Employees shall use the Certificate in Appendix C when obtaining a physician's certificate required under this Article.

Section 8. Upon termination of employment in the Department 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 the employee's unused accumulated sick leave up to a maximum of five thousand dollars (\$5,000.).

Section 9. Earned Personal Days. Based on an employee's attendance in the previous full calendar year, an employee is eligible for Earned Personal Leave in accordance with the following schedule:

For employees hired on or before June 30, 2011:

An employee who uses 0-2 sick leave days is eligible for three (3) Earned Personal Days; An employee who uses only 3-4 sick leave days is eligible for two (2) Earned Personal Days; An employee who uses only 5-6 sick leave days is eligible for one (1) Earned Personal Day.

For employees hired on or after July 1, 2011:

An employee who uses only 0-1 sick leave days is eligible for three (3) Earned Personal Days; an employee who uses only 2-3 sick leave days is eligible for two (2) Earned Personal Days; an employee who uses only 4-5 sick leave days is eligible for one (1) Earned Personal Day.

Sick leave used solely to supplement worker's compensation benefits under the provisions of M.G.L. c.152, Workmen's Compensation Act, shall be excluded in determining any Earned Personal Days under this section.

Except as provided below, the Earned Personal Leave must be taken during the calendar year and if it is not taken it is not cumulative, but it may be added to sick leave. The leave may be taken for any reason but the Department Head must have at least 72 hours prior written notice of such leave and if the Department Head finds that operating efficiency would be impaired, he can require that the employee take the leave at a more convenient time during the calendar year. A full-time employee may cash in up to 3 days of Earned Personal days at any time during the calendar year at 8 hours of straight each Earned Personal day cashed in. Part-time employees regularly scheduled to work 20 or more hours per week shall receive a prorated benefit and may cash in up to 3 Earned Personal Days at a prorated number of hours per day. If any earned personal days are not taken or cashed in, they shall be added to accumulated sick leave at the end of the calendar year.

To be eligible for earned personal leave in a calendar year an employee must have been employed for the full calendar year preceding the year in which earned personal leave is being awarded.

ARTICLE 18

Annual Personal Leave

Annual Personal Leave.

All permanent full time employees hired on or before October 27, 2014, shall be entitled to four (4) annual personal leave days per year in addition to any such leave earned under the sick leave provisions of this Agreement. All permanent full-time employees hired after October 27, 2014, shall be entitled to two (2) annual personal leave days per year in addition to any such leave earned under the sick leave provisions of this Agreement

Except as below, the Personal Leave must be taken during the calendar year and if it is not taken it is not cumulative, but may be added to sick leave. This Leave may be taken for any reason but the Department Head must have at least 72 hours prior notice of such Leave and if the Department Head finds that operating efficiency would be impaired thereby, he can require that the employee take the leave at a more convenient time during the calendar year. Permanent part-time employees regularly scheduled to work 20 or more hours per week shall receive prorated annual personal leave.

A full-time employee may cash in up to 4 days of Annual Personal days at the end of the calendar year at 8 hours of straight time pay for each earned personal day cashed in. Part-time employees regularly scheduled to work 20 or more hours per week shall receive a prorated benefit and may cash in up to 4 Annual Personal Days at a prorated number of hours per day. The Chief of Police, in his/her sole discretion, may permit employees eligible to cash in Annual Personal days to cash in such days earlier in the calendar year. The Chief's denial of a request to cash in Personal Leave days early shall not be subject to grievance or arbitration under Article 9 of this agreement.

A fulltime employee who was hired on or before October 27, 2014, may cash in up to 4 days of Annual Personal days at the end of the calendar year at 8 hours of straight time pay for each earned personal day cashed in. A full time employee who was hired after October 27, 2014,

may cash in up to 2 days of Annual Personal days at the end of the calendar year at 8 hours of straight time pay for each earned personal day cashed in. Part-time employees regularly scheduled to work 20 or more hours per week shall receive a prorated benefit and may cash in up to 4 Annual Personal Days at a prorated number of hours per day provided such employee was hired on or before October 27, 2014, or up to 2 Annual Personal Days at a prorated number of hours per day if such employee was hired after October 27, 2014.

An employee hired on or before May 18, 2011, with 20 years or more of service shall be granted one (1) day of Personal Leave per year in addition to any such leave provided above. This day shall be referred to as the 20-year Personal Day, cannot be cashed in, and must be taken off at a time acceptable to the Chief or his/her designee. (Employees hired on or after July 1, 2011 are not eligible for the 20-year Personal Day.)

ARTICLE 19

Physical Examinations

The Chief of Police may send any employee for a job-related fitness for duty exam (physical and/or psychological) paid for by the Town.

ARTICLE 20

Bulletin Board

The Town agrees to provide one bulletin board in the Public Safety Building for use by the Union and the Town. Parties to this Agreement, both of whom may use the bulletin board for routine notices, agree that no notices will be posted which contain derogatory, inflammatory, obscene or political material or anything that would violate Town policies, including, but not limited to the Town's policy against sexual harassment. If the Police Chief finds anything posted on the bulletin board to be objectionable, he shall have the authority to remove it and will then call the union representative to discuss the objectionable material.

ARTICLE 21

Health Insurance

In accordance with Massachusetts General Laws, only those employees who are regularly scheduled to work 20 or more hours per week shall be eligible for group health insurance. The parties agree that the Town will provide group health insurance to employees regularly scheduled to work 20 or more hours per week as is generally offered to other eligible Town employees. The union recognizes and agrees that group health insurance plans, carriers, providers, benefits, coverages, premiums, premium contributions, co-payments and prescription co-payments may change from time to time and agrees that the Town may make such changes without any further negotiations after giving the union 30-days prior notice of the change.

ARTICLE 22

In Service Training

With one-week prior notice by the Employer, where possible, in-service training programs shall be conducted by the Police and/or Fire Department(s). The in-service training programs shall

provide a minimum of sixteen hours off-duty training, for which time and one-half shall be paid. Participation in the in-service training programs shall be mandatory for Emergency Telecommunications Dispatchers (ETD) and). Such in-service training programs are in addition to whatever training may be scheduled while an employee is on duty and for which no extra compensation is paid.

ARTICLE 23

Miscellaneous

1. **Performance Evaluations.** Effective July 1, 2004 or as soon as possible thereafter, the Union and the Town agree to establish a Labor-Management Committee to develop and adopt an annual performance evaluation system including a performance evaluation instrument and procedures. The Town will implement such a performance evaluation system effective January 1, 2005 for all employees who have completed their 6-month probationary period. It is understood and agreed that the Town may continue to evaluate probationary employees daily, weekly, and/or monthly at the discretion of the Chief of Police or his/her designee.

2. **Communications Training Officer Assignment.** An ETD who:
 - i. Has completed and passed a course approved by the Chief of Police for designation as a Communications Training Officer, and
 - ii. Is a Communications Training Officer, and
 - iii. Has been assigned by the Chief of Police or his designee to perform the work of a Communications Training Officer, and
 - iv. Who performs Communications Training Officer work as assigned, shall receive an additional \$1.00 per hour when such ETD is assigned and performs the work of a Communications Training Officer. Effective July 1, 2016, the rate shall be \$1.50 per hour when such ETD is assigned and performs the work of a Communications Training Officer. Effective July 1, 2018, the rate shall be \$1.75 per hour when such ETD is assigned and performs the work of a Communications Training Officer. Effective July 1, 2020 the rate shall be \$2.25 per hour which ETD is assigned and performs the work of a Communications Training Officer. Such an assignment shall be made by the Chief of Police, or his/her designee, and the assignment shall be designated a specialist assignment.

ARTICLE 24

Stability of Agreement

Section 1. Should any part or provision of this Agreement be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof, and upon such invalidation, the parties agree immediately to meet and negotiate such parts or provisions affected. The remaining parts or provisions shall remain in full force and effect.

Section 2. No amendment to this Agreement shall bind the parties hereto unless in it is in writing signed by the parties. No practice, condition of employment or benefit or oral agreement not expressly stated in this Agreement shall be binding on the Town or the Union. The parties

further agree that only matters which are expressly and specifically limited or restricted by a provision of this Agreement shall be subject to the grievance and arbitration provisions of this Agreement.

ARTICLE 25

Duration

This Agreement shall remain in effect through June 30, 2018 and shall automatically renew itself from year to year thereafter unless either party hereto shall, at least sixty (60) days prior to June 30, 2021.

or at least sixty (60) days prior to the addition of any yearly period thereafter, give to the other party written notice of its intention to modify or terminate this Agreement.

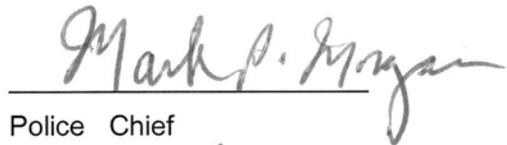
For the Town of Brookline



Neil Wishinsky
Chair, Select Board



Melvin Kleckner
Town Administrator



Police Chief



Fire Chief

For the Teamsters, Local 25



Sean M. O'Brien
President / Principal Officer



Joan Corey
Business Agent

APPENDIX A

Employee Order of Seniority

Elizabeth Williams	ETD	7/1/88
Carol Mann	ETD	10/4/90
Andrew Mulvey	ETD	3/30/98
Jaclyn Carroll	ETD	9/1/01
John Costello	ETD	1/6/03
Natalie Hunt	ETD	5/4/09
Joseph Cappuccio	ETD	5/13/13
Matthew Malone	ETD	4/3/14
Stephen Hollisian	ETD	10/1/15
Alison Ning	ETD	4/7/16
Brandon Johnson	ETD	1/9/17
Joshua Bayliss	ETD	9/25/17
April Miller	ETD	9/25/17
Brian Keeley	ETD	12/18/17
Charles Osborne	ETD	5/28/18

All employees hired after January 29, 2003 shall be added to the end of this list in the order in which they were appointed. In the event that more than one employee is appointed on the same day, the employees' test scores shall be controlling.

APPENDIX B

Every ETD and FAO/ETD is paid on an hourly rate basis. Weekly rates listed below are based on a 40-hour work week.

I. **Wages**

EFFECTIVE DATE	GROUP/BU DESC	DESCRIPTION	HOURS	STEP	HOURLY RATE
07/01/2018	TEAMSTERS	ETD PROBATION	40.00	1	22.4011
07/01/2018	TEAMSTERS	ETD		1	23.9774
07/01/2018	TEAMSTERS	ETD		2	24.2137
07/01/2018	TEAMSTERS	ETD		3	24.4632
07/01/2018	TEAMSTERS	SRSTEP E911 10+	40.00	1	24.9099
07/01/2019	TEAMSTERS	ETD PROBATION	40.00	1	22.8491
07/01/2019	TEAMSTERS	ETD		1	24.4569
07/01/2019	TEAMSTERS	ETD		2	24.6980
07/01/2019	TEAMSTERS	ETD		3	24.9525
07/01/2019	TEAMSTERS	SRSTEP E911 10+		1	25.4581
07/01/2020	TEAMSTERS	ETD PROBATION	40.00	1	23.3061
07/01/2020	TEAMSTERS	ETD		1	24.9460
07/01/2020	TEAMSTERS	ETD		2	25.1920
07/01/2020	TEAMSTERS	ETD		3	25.4516
07/01/2020	TEAMSTERS	ETD	40.00		
07/01/2020	TEAMSTERS	SRSTEP E911 10+		1	26.0672
09/01/2020	TEAMSTERS	ETD PROBATION	40.00	1	23.4226
09/01/2020	TEAMSTERS	ETD		1	25.0707
09/01/2020	TEAMSTERS	ETD		2	25.3180
09/01/2020	TEAMSTERS	ETD		3	25.5789
09/01/2020	TEAMSTERS	ETD	40.00		
09/01/2020	TEAMSTERS	SRSTEP E911 10+		1	26.1975

All ETDs in the bargaining unit prior to July 1, 2002 shall be placed on Step 2 of the salary schedule effective July 1, 2002. All employees hired on or after July 1, 2002 shall be placed on Step 1 of the salary schedule. Effective July 1, 2011, all employees who commence

employment as an ETD on or after July 1, 2011, shall be paid the probationary rate listed above until such time as the ETD successfully completes his/her six month probationary period. (

Each employee who has completed 10 or more years of service as an ETD in the Town of Brookline shall be placed on the 10-year step on the July 1st following such employee's 10th anniversary.

II. Night Differential

Dispatchers who are regularly scheduled to work any of the hours between 9:00 p.m. and 5:00 a.m. shall receive a night differential of \$45.00 per week. Effective with the start of the first full week in Fiscal Year 2020 the night differential will be increased by \$5.00 per week to \$50 per week.

APPENDIX C

TOWN of BROOKLINE
Massachusetts

Certificate by Primary Care Physician, Treating Physician or Treating Dentist of
Patient's Inability to Work Due to Illness

_____ Date

To: Town of Brookline

Re: _____
Employee Name

-
1. This is to certify that I have consulted with the above individual on:
_____ at _____.
Date(s) Enter Location (Office, Hospital, etc..) or by Telephone
 2. It is my medical opinion that he/she should be out of work as an emergency telecommunications dispatcher due to:

Please State Nature of Illness
 3. The duration of the expected absence due to the above reason is _____
calendar days commencing on _____.
Date

Signature of Physician/Dentist Address

Please Print Name and Title Telephone

I certify that the above information is true.

Employees Signature Date

APPENDIX D

Longevity / Vacation Appendix

I. **LONGEVITY**

The following employees shall earn longevity benefits in accordance with the following schedules:

Longevity Red Circled Employees:

Carol Mann

Elizabeth Williams

Longevity Accrual

Employees listed in this section I. who have at least 10 years, but less than 15 years of service with the Town as of their anniversary date shall be paid a longevity payment of \$550.00. Such employees with 15 years, but less than 20 years of service as of their anniversary date shall be paid a longevity payment of \$700.00. Such employees with 20 but less than 30 years of service with the Town as of their anniversary date shall be paid a longevity payment of \$850.00 . Such employees with 30 or more years of service as of their anniversary date shall be paid a longevity payment of \$1,000.

(Red-circled employees who receive Longevity Benefits in accordance with this Appendix D shall not receive longevity benefits under Article 12 of this Agreement.)

II. **VACATION**

The following Vacation Red-Circled Employees shall receive 25 days of vacation per year:

Carol Mann

Elizabeth Williams

(Red-circled employees who accrue vacation benefits in accordance with this Appendix D shall not accrue vacation benefits in accordance with Article 15, §2 ; however, all other sections of Article 15 (excluding §2) shall be applicable to these red-circled employees.)