

MEMORANDUM OF AGREEMENT
BETWEEN
THE TOWN OF BROOKLINE
AND
THE BROOKLINE POLICE UNION, LOCAL 1959
SEPTEMBER 2008

The Town of Brookline ("Town") and the Brookline Police Union, Local 1959 ("Union") hereby agree to extend their collective bargaining agreement effective July 1, 2003 through June 30, 2006 through June 30, 2009, except as modified by this Memorandum of Agreement ("MOA").

1. Article XLII - Effective Date and Duration of Agreement

Amend Article XLII (Date and Duration of Agreement) by replacing "June 30, 2006" with June 30, 2009" and by replacing "July 1, 2003" with "July 1, 2006".

2. Article XVI - Wages

A. Amend the first paragraph in Article XVI (Wages) by adding the following wage increases:

Effective July 1, 2006	2% Wage Increase
Effective Jan. 1, 2007	1% Wage Increase
Effective July 1, 2007	2% Wage Increase
Effective July 1, 2008	2% Wage Increase
Effective Jan. 1, 2009	1% Wage Increase

B. Housekeeping changes

- (i) Replace the 2003-2006 Pay Schedule to reflect the increases in Subparagraph A above.
- (ii) Delete the wages and pay schedule for July 1, 2003 through January 1, 2006.

3. Article XVI – Longevity

Replace the first three sentences of the Longevity section with the following new Longevity Schedule

<u>Continuous Years Of Service</u>	<u>Effective July 1, 2008</u>	<u>Effective January 1, 2009</u>
10-15 years	\$450	\$500
15-20 years	\$600	\$650
20-30 years	\$750	\$800
30+ years	\$950	\$1,000

[Retain the final sentence in the Longevity section: “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.”]

4. Article XVI – Weapons Waiver

Change the Title of the paragraph from “Weapons Waiver” to “Weapons Waiver and Homeland Security Training” and insert the following sentence between the second and third sentences in the Weapons Waiver section of Article XVI:

Effective July 1, 2008, the weapons training stipend shall be changed to a “Weapons Training and Homeland Security Training Stipend” and the stipend shall increase from \$250 per year to a total of \$500 per year. Effective June 30, 2009, the “Weapons Training and Homeland Security Training Stipend” shall be increased from \$500 per year to \$600 per year.

5. Article XVI – Night Differential

Add the following new sentence to the end of the Night Differential Section of Article XVI:

Effective July 1, 2008, the night differential shall be equal to 5% of the base pay for a patrol officer at maximum for employees regularly assigned to the First Half shift and shall be equal to 5 ½% of the base pay for a patrol officer at maximum for employees regularly assigned to the Last Half shift.

[The parties agree that the night differentials are the same amount for every officer regularly assigned to the first half shift and for every officer assigned to the last half shift without regard to the officer’s rank and that the base pay is the “P-1 Max” rate listed in the Pay Schedule in the first paragraph of Article XVI.]

6. Article XVI – Wages (Lag Time)

Effective the first pay period in January 2009, the following shall be added to the end of the Wages sections (prior to the “Minimum Salary and Step Increases for Patrol Officers” section of Article XVI:

Effective the first pay period in January 2009, the overtime compensation for such ten minutes per day extension shall be increased from time and one-half to time and three-quarters.

7. Article XV – Paid Details

- (i) Effective 30 days after ratification, replace the cancellation period in the 5th paragraph of the current Article XV of “at least one hour” with “at least two hours”.
- (ii) Effective 30 days after ratification, add the following new sentence to the end of the current 7th paragraph of Article XV:

Any detail with twelve or more officers shall require a lieutenant and two sergeants and the Lieutenant shall be the Officer in Charge on the detail.

- (iv) Effective upon ratification, add the words “Reserve Police Officers, Special Police Officers” after the words “Auxiliary Police” and before the words “or civilian employees” in the 9th paragraph of Article XV.
- (v) Effective upon ratification, add the following new section to the beginning of Article XV:

Whereas the Town by-laws require that:

- (a) before undertaking any work, including, without limitation of the foregoing, construction, repair, maintenance or reconstruction work, in, within or affecting a street, the person responsible for such work or in charge of those performing such work, shall review such work with the Chief of Police or his/her designee, to determine whether or not such work will result in the disruption of the normal flow of traffic or cause a safety hazard to pedestrian or vehicular traffic; and
- (b) if the Chief of Police or his designee determines that such work will result in the disruption of a normal flow of traffic or cause to exist a safety hazard to pedestrian or vehicular traffic, the person responsible for such work or in charge of those performing such work shall observe the safety precautions ordered by the Chief or his/her designee, including the hiring of a Brookline Police Officer, under the

existing regulations governing private paid details, to direct traffic and minimize the vehicle safety hazards connected with such work..

Notwithstanding any regulations or guidelines to the contrary, the Union recognizes and agrees that the Chief of Police or his/her designee has the discretion to determine when and whether to require the presence of a sworn police officer or officers, on a paid detail basis, when there is work in, within, or affecting a street to be done on a public way or at any public function. In the event that the Chief of Police/designee determines that a detail is required, an employee(s) represented by the bargaining unit shall work said detail. The determination by the Chief of Police/designee as to whether a detail is required shall not be subject to the grievance and arbitration provisions of this Collective Bargaining Agreement. The determination by the Chief of Police/designee as to the number of officers to be assigned to any detail shall not be subject to the grievance and arbitration provisions of this Collective Bargaining Agreement, except, that such determination shall be subject to the provisions in the 7th paragraph of Article XV.

8. Article XXVIII – In-Service Training

Replace the 3rd sentence of the first paragraph in Article XXVIII with the following sentence:

Participation in the in-service training program shall be mandatory for patrol officers and ranking officers.

9. 2-hour Parking Enforcement and Overtime at Home Red Sox Games

A. The Union agrees that the Town has satisfied all of its bargaining obligations, if any, with respect to using personnel outside of the bargaining unit instead of and/or in addition to using bargaining unit members to enforce the Town's 2-hour parking regulations.

B. The parties agree to incorporate the current practice for overtime during home Red Sox games excluding games on Sundays and holidays by adding the following sentence to the end of Article VIII:

There shall be overtime opportunities for two officers for each Red Sox home game, excluding games on Sundays and holidays.

10. Agreement to Engage in Mid-term Bargaining

The Union agrees to engage in mid-term bargaining commencing on or about December 1, 2008 with the goal of reaching agreement on new testing requirements for future exams for promotions to the rank of Sergeant, Lieutenant, and Captain including the requirement that future promotional exams include questions covering rules, regulations, policies, and procedures of the Brookline Police Department.

11. Off-The -Record

The Union and the Town 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.

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 next regularly scheduled Town meeting.

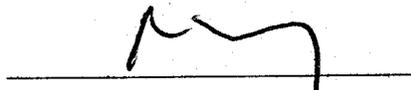
Agreed to on this 22nd day of September 2008, by the Negotiating teams for

The Town of Brookline

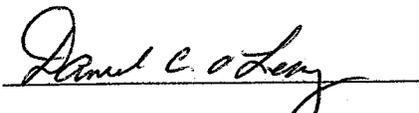
The Brookline Police Union, Local 1959



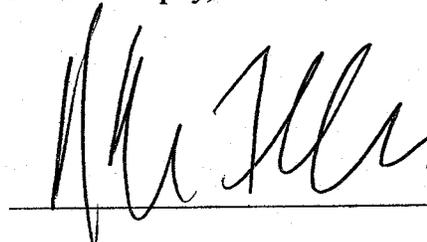
Richard J. Kelliher, Town Administrator



Robert Murphy, President



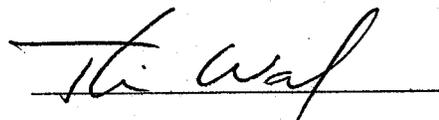
Daniel C. O'Leary, Chief



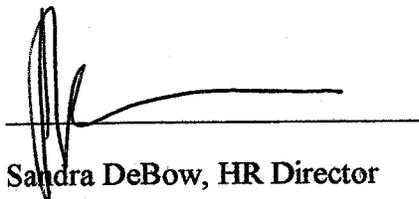
Kevin Fallon, Vice President



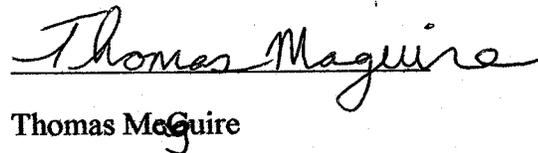
Robert Mello, Superintendent



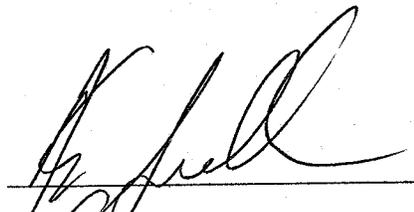
Thomas Ward



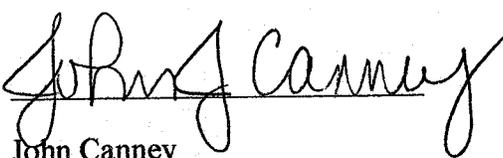
Sandra DeBow, HR Director



Thomas McGuire



Kevin Sullivan



John Canney