

ARTICLE 2

SELECT BOARD'S SUPPLEMENTAL RECOMMENDATION

Article 2 asks Town Meeting to approve funding for two union contracts, as well as the Arbitration Award by the Joint Labor-Management Committee (JLMC) intended to resolve the collective bargaining dispute between the Brookline Police Union and the Town, although the Town intends to challenge the portion of that decision that awarded a stipend for an officer's certification by the Peace Officers Standards and Training Commission (POST).

The Town has entered into a Memorandum of Agreement (MOA) with the Brookline Fire Union, Local 950, IAFF, AFL-CIO; and with the AFSCME School Traffic Supervisors.

The following reports from the Human Resources Director describe the provisions agreed to in each MOA:



TOWN of BROOKLINE
Massachusetts

HUMAN RESOURCES OFFICE
333 Washington Street
(617) 730-2120
www.brooklinema.gov

Ann Hess Braga, Director

To: Brookline Select Board
Chas Carey, Town Administrator
From: Ann Hess Braga, Director, Human Resources *Ann Hess Braga*
Date: May 24, 2023
Re: Approval for Fire Union Local 950 MOA (FY22-FY24)

This is to notify you that we have entered into a Memorandum of Agreement (MOA) with the Brookline Firefighters Union, IAFF Local 950, contingent on the Select Board's approval and

Town Meeting funding. This MOA is a three-year agreement at a three percent increase for FY22, followed by a three percent increase for FY23 and FY24.

Background: Beginning in Summer 2021, formal negotiations began between the Management Team (Michael Downey - Assistant Town Counsel, Ann Braga - Human Resources Director, Jennifer Stallion – Labor and Employment Specialist in Human Resources, Fire Chief Sullivan) and all of the members of Local 950 Executive Board. The teams formally met more than a dozen times and representatives discussed issues many times before coming to the attached agreement. As a part of the process, the parties began the JLMC process with mediation and a formal 3A hearing to identify issues subject to binding arbitration. This settlement occurred through continuing negotiations during the JLMC process. This settlement includes more components that are beneficial to both the Town and Union than would have been the subject of the JLMC decision. The Firefighters Union is in the process of providing information sessions and taking a ratification vote on the Memorandum of Agreement.

The provisions of the MOA are:

- **Wages: 3% effective July 1, 2021, 3% July 1, 2022; 3% July 1, 2023**
- **Add new step for employees with 15 years of service**
- **Increased Officers Differential, consistent with established rank differentials in the police union contract: (increase by 1%) to Lieutenant 21%, Captain 18%, Deputy Chief 18% over Firefighter max step Effective July 1, 2022**
- **Active Shooter/Hostile Event Response (ASHER) Differential: 1% effective July 1, 2022, and additional 2% effective July 1, 2023 (changes Firefighters' response to a scene to include entering the scene for lifesaving prior to securing the source of the threat)**
- **Increased compensation for weekly holiday pay: From 1/4.35 to ¼, effective July 1, 2021**
- **Add Juneteenth Holiday: Effective July 1, 2021**
- **Add Assessment Centers as a part of the promotion process for Captains and Deputy Chiefs, no longer just the multiple choice civil service examination.**
- **Establishes information that must be provided in a doctor's certificate applicable to sick leave absences in excess of 3 tours in a calendar year.**
- **Adding 48 hours' notice for Union Business Leave**
- **Clarify that Deputy Chiefs' use of time will be included in the available daily leave opportunities**
- **Amended Military Leave language to comply with state and federal laws**
- **Providing that the employees seeking voluntary professional development will not be eligible for overtime for course/trainings occurring outside of their regular schedule.**
- **Providing that once an employee is medically-cleared for modified duty, they will be assigned modified duty. Previously, the Chief could return employees to modified duty only if expected to return to full duty soon after.**
- **Clarify definition and use of General Orders**
- **Delete Agency Service Fee, in compliance with Supreme Court's Janus decision**

COST OF PROPOSED COLLECTIVE BARGAINING PROPOSAL WITH FIRE

ITEM	FY22	FY23	FY24	TOTAL
7/1/2021 - 3%	427,799	427,799	427,799	1,283,396
7/1/2022 - 3%		440,633	440,633	881,265
7/1/2023 - 3%			458,390	458,390
ASHR - 1+ 2%		151,284	472,142	623,426
3 Rank Differential		40,538	40,538	81,075
15 yrs step @ 3%			147,997	147,997
Juneteenth	49,466	49,466	49,466	148,399
Change holiday calc	20,464	20,464	20,464	61,391
				0
TOTAL ROLL-OUT COSTS OF 3-YEAR PERIOD	497,728	1,130,182	2,057,428	3,685,338

Each 1% =	142,600	146,878	151,284	
New Wages - \$ =	497,728	632,454	927,245	
New Wages - % =	3.5%	4.3%	6.1%	13.9%

The management bargaining team recommends that the Select Board approve the attached agreement, which provides the Town and the Fire Union members with a fair settlement and a continued strong labor-management relationship.



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Ann Hess Braga, Director

To: Brookline Select Board
Chas Carey, Town Administrator

From: Ann Hess Braga, Director, Human Resources *Ann Hess Braga*

Date: May 8, 2023

Re: Approval for AFSCME School Traffic Supervisors MOA (FY22-FY24)

This is to notify you that we have entered into a Memorandum of Agreement (MOA) with the Brookline School Traffic Supervisors (AFSCME), contingent on the Select Board’s and Advisory Committee approval and Town Meeting funding. This MOA is three-year agreement at a one percent increase for FY22, followed by a three percent increase for FY23 and FY24.

Background: Beginning in spring 2022, formal negotiations began between the Management Team (Michael Downey - Assistant Town Counsel, Ann Braga - Human Resources Director, Jennifer Stallion – Labor and Employment Specialist in Human Resources, Police leadership) and members of AFSCME Local 1358 and School Traffic Supervisors employees. The teams formally met and representatives discussed issues before coming to the attached agreement. STS has ratified the Memorandum of Agreement through a vote on May 5, 2023

The provisions of the MOA are:

- **Wages: 1% effective July 1, 2021, 3% July 1, 2022; 3% July 2023**
- **Increase Longevity Payments by \$100 for each tier beginning in FY23**
- **Increase Motor Vehicle Allowance from \$900 to \$1000 per year (distributed monthly), beginning in FY22, reflecting increased cost of fuel**
- **Merge Clothing, Uniform and Boot Allowance (currently at \$835.00) to Clothing Allowance of \$900.00, beginning in FY23**
- **Acceptance of Alcohol and Drug Policy, and Physical/Cancer Screening Policies when other unions accept it (similar pattern to other AFSCME divisions)**

ITEM	FY22	FY23	FY24	TOTAL
7/1/21 - 1%	7,571	7,571	7,571	22,713
7/1/22 - 3%		22,941	22,941	45,881
7/1/23 - 3%			23,629	23,629
Longevity		400	400	800
Vehicle	6,380	6,380	6,380	19,140
Clothing		715	715	1,430
Shift Diff				0
TOTAL ROLL-OUT COSTS	13,951	38,007	61,636	113,593
Each 1% =	7,571	7,647	7,953	
New Wages - \$ =	13,951	24,056	23,629	

The management bargaining team recommends that the Select Board approve the attached agreement which provides the Town and AFSCME School Traffic Supervisors with a fair agreement and a continued strong labor-management relationship.

A copy of the JLMC award and dissent has already been published in the Combined Reports.

The Select Board thanks the Town's negotiating team and the unions for reaching fair and equitable settlements on the MOAs, and acknowledges the JLMC process by recommending full unreserved funding for the award, even though it is challenging a portion of that award as beyond the scope of JLMC to award and not in accordance with the evidence presented at arbitration. The Board recommended FAVORABLE ACTION, by a vote of 5-0 taken on May 23, 2023, on the following:

BROOKLINE FIRE UNION

VOTED: To approve and fund by an appropriation, provided for in the FY2022 (Item 20), FY2023 (Item #20), and FY2024 (Item #20) budget, for the cost items in the following collective bargaining agreement that commences on July 1, 2021- and expires on June 30, 2024:

Brookline Fire Union, Local 950, IAFF, AFL-CIO

all as set forth in the report of Ann Hess Braga, Director of Human Resources, dated May 24, 2023 which report is incorporated herein by reference.

BROOKLINE POLICE UNION

VOTED: To approve and fund by an appropriation, provided for in the FY2021, (Item #20), FY2022, (Item #20) and FY2023 (Item #20) budgets, for the cost items in the JLMC final award CASE NO. JLMC-22-9158 that commences on July 1, 2020 and expires on June 30, 2023:

Brookline Police Union

all as set forth in the JLMC final award, incorporated herein by reference.

SCHOOL TRAFFIC SUPERVISORS

VOTED: To approve and fund by an appropriation, provided for in the FY2022 (Item #20), FY2023 (Item #20), and FY2024 (Item #20) budget, for the cost items in the following collective bargaining agreement that commences on July 1, 2021 and expires on June 30, 2024:

Local 1358, American Federation of State, County, Municipal Employees,
Council 93, AFL-CIO (AFSCME, School Traffic Supervisors)

all as set forth in the report of Ann Hess Braga, Director of Human Resources, dated May 8, 2023 which report is incorporated herein by reference.

MEMORANDUM OF AGREEMENT

BY AND BETWEEN

THE TOWN OF BROOKLINE

AND

LOCAL 950, I.A.F.F., AFL-CIO

May 2023

The Town of Brookline (“Town”) and Local 950, I.A.F.F., AFL-CIO (“Union”), collectively referred to as the “parties,” agree to extend their July 1, 2018 – June 30, 2021 collective bargaining agreement through June 30, 2024, with the following amendments which shall become effective when this Memorandum of Agreement becomes effective unless otherwise provided.

1. Duration

July 1, 2021 – June 30, 2024

2. Appendix B.1 – Employee Salary Schedule

Increase the hourly rates in the Salary Schedule in Appendix B.1 for Grade F-1 at Steps 1, 2, 3, and 4 and the Flat Rate for Grades F-2, F-3, and F-4 in accordance with the following:

<u>Effective Date</u>	<u>Increase</u>
July 1, 2021	3%
July 1, 2022	3%
July 1, 2023	3%

(The Senior Step shall be adjusted in accordance with the table in Appendix B.1)

3. Appendix B.1 – Employee Salary Schedule

Amend Section 1 of Appendix B by adding the following new paragraph after the third paragraph:

Effective July 1, 2022, salary differentials at maximum salary between ranks shall be as follows: Firefighters to Fire Lieutenant – 21%; Fire Lieutenant to Fire Captain – 18%; Fire Captain to Deputy Fire Chief – 18%.

4. Appendix B.1 – Employee Salary Schedule

Amend Section 1 of Appendix B by adding the following new paragraph after the second paragraph:

Effective July 1, 2021, all firefighters receive an additional 1/4 of a week’s pay for each paid holiday unless they are scheduled to work the holiday and fail to do so. Holiday pay shall be paid on a weekly basis, subject to a full day’s pay (1/4 of a week’s pay) reduction

in the week of a holiday when a firefighter does not work the holiday because they are on sick leave.

5. Appendix B.1 – Employee Salary Schedule

Effective July 1, 2023, amend the Salary Schedule in Appendix B.1 for Grade F-1 by adding a new “Step 5” for employees with 15 years of service or more, created by adding 3% to Grade F-1, Step 4.

Effective July 1, 2023, amend the Salary Schedule in Appendix B.1 for all other grades, including F-2 through F-4, by adding a “15 Year Step” for employees with 15 years of service or more that is 3% above the initial rate for each respective rank.

Upon the effective date of the new Step 5 for employees with 15 years of service or more, the table in Appendix B.1 applicable to Senior Step employees with 20 years of service or more shall be amended as follows:

<u>RANK</u>	<u>Senior Step for Employees with 20 or More Years of Service in the Bargaining Unit</u>
F-1 (Firefighter) with 20 years of service or more	5% per hour over firefighter max <u>Step 5</u> in Appendix B.1
F-2 (Fire Lieutenant) with 20 years of service or more	5% per hour over <u>the 15 Year Lieutenant</u> rate in Appendix B.1
F-3 (Fire Captain) with 20 years of service or more	5% per hour over <u>the 15 Year Captain</u> rate in Appendix B.1
F-4 (Fire Deputy Chief) with 20 years of service or more	5% per hour over <u>the 15 Year Fire Deputy Chief</u> rate in Appendix B.1

Effective July 1, 2023, further amend Appendix B.1 as follows:

Senior Steps and 15 Year Steps shall not be considered in determining rank differentials.

For all bargaining unit members with 20 years or more of service in the bargaining unit, Night Differential, Emergency Medical Technician Pay, and Hazardous Materials Stipends or any other pay or stipend that is based upon the maximum base salary of a firefighter shall be based on the firefighter maximum base for firefighters with 20 or more years.

For all bargaining unit members with 15 years or more of service in the bargaining unit, Night Differential, Emergency Medical Technician Pay, and Hazardous Materials Stipends or any other pay or stipend that is based upon the maximum base salary of a firefighter shall be based on the firefighter maximum base for firefighters with 15 or more years.

6. Appendix B.1 – Employee Salary Schedule

The parties agree to add a new Section (13) to Appendix B, as provided below, to reflect their agreement giving the Town authority to adopt and implement a policy governing the Fire Department’s Active Shooter/Hostile Event Response (“ASHER”) Program.

Prior to adoption of the policy, the parties agree to meet to discuss the terms of the ASHER policy. Such discussions shall begin within 14 days of the effective date of this agreement and shall be completed within 120 days of the first session.

Prior to implementation of the ASHER Program, all members of the bargaining unit shall receive adequate training per NFPA 3000 and the adopted policy. Such training shall be conducted for all ASHER-involved employees on an annual basis and include at least one (1) drill that will include participation and resources from ASHER partner agencies whenever possible.

13. Active Shooter/Hostile Event Response (“ASHER”) Program

Effective July 1, 2022, employees shall receive a 1% pay differential in recognition of the additional training and responsibility required for developing and implementing the ASHER capability.

Effective July 1, 2023, the ASHER pay differential shall be increased to 3%.

7. ADD NEW ARTICLE to CBA, Assessment Center Examinations for Deputy Chiefs and Captains

When making a promotion to the rank of Deputy Chief or Captain, the Town may, in its discretion and consistent with applicable civil service laws and regulations, use a weighted/graded partially-delegated assessment center. The weight of each component of the examination process is identified below.

The parties agree that an outside vendor will be used to conduct assessment center examinations. Any vendor selected hereunder shall be approved by the Commonwealth’s Human Resources Division (HRD) as qualified to administer assessment centers as part of a civil service examination. The Town shall be responsible for the cost of providing the assessment center examination. Participants shall be responsible for any and all costs and/or fees related to the Written Examination administered by HRD, and any and all other regular and customary expenses associated with taking the civil service examination as if the Town did not administer an Assessment Center examination. The Town agrees that participants shall be given sufficient notice, as determined by the labor-management committee with input from the vendor, to study for any written examination component of the assessment center examination requiring the review of written materials.

To ensure equity in the promotion process, the parties agree to create a labor-management committee consisting of three (3) Executive Board members of Local 950

and 3 management representatives to bargain and implement appropriate policies and timelines for the use of Assessment Centers as part of the promotion process for the selection of Captains and Deputy Chiefs within the Brookline Fire Department. This committee shall meet and establish policies, and timelines that shall be reflected in a signed agreement prior to the execution of a delegation agreement with HRD. The agreements established by the labor-management committee shall remain in effect until the labor-management committee negotiates to change the agreement.

Promotions to the rank of Captain and Deputy Chief will be conducted using a partially delegated assessment center as follows:

1. Candidates will participate in the Written Examination administered by the Human Resources Division's Civil Service Unit – Weighted at 40% of total score.
2. Upon receiving a passing score on the Written Examination (70%), candidates will participate in the Assessment Center Examination administered by a vendor selected by the Town – Weighted at 40% of total score.
3. Candidates will receive Education and Experience credits as determined by HRD – Weighted at 20% of total score.

8. Article VI, Sick Leave and Personal Leave

Delete Appendix E and amend Section (h) of Article VI by replacing it with the following:

(h) Certificates. For the protection of the Town, the Department head may require the presentation of a doctor's certification in connection with a claim for sick leave, and may, if it is deemed advisable, send the employee to a doctor selected by the Town to investigate the employee's absence alleged to be caused by illness after the employee has been out sick for a period of thirty (30) consecutive calendar days. Effective January 1, 1990 all firefighters will be required to present a sick leave certificate for each tour of absence in excess of **three** cumulative tours in the calendar year. The absence will not be chargeable to sick leave if the certificate is not presented or fails to demonstrate that the employee's absence is caused by a non-work related injury or illness. This requirement may be waived on a case by case basis, after full review of the facts, by the Fire Chief. The doctor's certificate shall indicate the following information:

- Name and contact information of the medical provider;
- Date(s) the medical provider examined the employee in connection with the employee's absence;
- Date the medical provider believes the employee will be able to return to work. If the employee's return date is unknown, the certificate shall indicate the date of the next scheduled appointment and a certificate shall be provided for each subsequent appointment.

9. Article VIII, Holiday Pay Treatment

Amend Article VIII by adding Juneteenth National Independence Day (June 19th) to the list of paid holidays, effective July 1, 2021.

10. Article X, Union Business

Amend Section (h) of Article X as follows:

- (h) Leave for Union Business. All employees covered by this Agreement who are officers of Local 950 or who are appointed as members of said Local'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. Employees shall submit to the Chief notice of union business leave under this section no less than forty-eight (48) hours prior to the date in which the leave is to commence. In the event that 48 hours' notice is not possible, notice shall be given as soon as the employee is made aware of the need to request leave to attend to union business covered by this section.

11. Article X, Other Leave

Amend Section (j) of Article X as follows:

- (j) Scheduled Leave. The Town shall provide five (5) opportunities per 24-hour scheduled tour for employees, including Deputy Chiefs, to schedule leave time including but not limited to personal time (such as earned and unearned personal time and 20-year days), and vacation time, ~~and union leave,~~ but excluding sick leave and injury leave. In the months of July and August only, the Town shall provide six (6) opportunities instead of five (5) opportunities per 24-hour scheduled tour for employees, including Deputy Chiefs, to schedule leave time including but not limited to personal time (such as earned and unearned personal time and 20-year days), and vacation time, but excluding sick leave and injury leave, provided that the employee requesting the sixth opportunity for leave has a full earned personal day (also known as a full "white day") available in ~~his/her~~their bank: such employee shall use ~~his/her~~their white day. All members shall provide a minimum of 48 hours prior notice to use a vacation tour unless shorter notice does not incur overtime. This Section (j) shall not be applicable during all "Drawing Days." Drawing Days are Thanksgiving Day, December 24 and December 25.

12. Article X, Other Leave

Amend Section (b) of Article X by replacing it with the following:

- (b) Military Leave of Absence. "Employees shall be entitled to a leave of absence during the time of compulsory service of the Armed Forces of the Commonwealth or a reserve component of the Armed Forces of the United States as provided in

M.G.L. Chapter 33, Section 59, and shall receive ordinary remuneration therefor. Such employees shall also be entitled to the same leaves of absence or vacation with pay given to other employees. The employee must present his military orders to the Fire Chief and Human Resources for inspection.”

13. Article X, Other Leave

Amend Article X by adding a new Section (k) as follows:

- (k) Training and Professional Development. Employees who voluntarily participate in professional development and/or training outside the Department may, subject to the Chief’s approval and staffing, be allowed to attend during a regularly scheduled tour but shall not be eligible for overtime for such participation outside of scheduled work hours.”

14. Article XV, Treatment of Injured Firefighters

Amend Section (e) of Article XV as follows:

- (e) Employees injured in the line of duty who cannot perform full duty because of such injury shall, at the discretion of the Chief, be assigned by the Chief to perform bargaining unit duties in the department consistent with their physical condition provided that they are expected to return to full duty within a reasonable time have been medically cleared to perform modified duty pursuant to this section and have not filed for a disability retirement. In determining whether an employee is to be assigned to modified duty, consideration shall be given to the circumstances of each case. Although priority must be given to all line-of-duty injury cases under this section, the Chief may thereafter consider employees who request and are unable to perform full duty because of an off-duty injury or condition, including but not limited to pregnancy, for assignment on a similar basis as employees injured in the line of duty.

15. Article XXVII, General Orders Relative to Working Conditions

Amend Article XXVII by inserting the following as the first paragraph:

General Orders: Permanent written orders issued by the Chief of Fire outlining policy matters which affect the entire Department. A general order is the most authoritative written order the Chief issues, and may be used to amend, supersede or cancel any previous order. General orders remain in full effect until amended, superseded or canceled by the Chief. The Chief will compile all general orders in effect prior to the execution of this Agreement.

16. Article XXVIII, Agency Service Fee

Delete Article

17. –Appendix D

Delete Appendix D (FMLA Paperwork)

This Memorandum of Agreement is subject to ratification by the Union membership, approval by the Select Board, and funding by Town Meeting at the next regularly scheduled Town Meeting.


Agreed to on this 22 day of May 2023, by the negotiating representatives for the parties.

The Town of Brookline



Charles Carey, Town Administrator

Local 950, I.A.F.F., AFL-CIO



Paul Trahon, President

Ann Hess Braga, Director
Human Resources Office

John Sullivan, Fire Chief