AGREEMENT

BETWEEN

THE TOWN OF BROOKLINE

AND

SCHOOL TRAFFIC SUPERVISORS

LOCAL 1358, AFSCME, AFL-CIO

July 1, 2018- June 30, 2021

AGREEMENT

This AGREEMENT entered into this 25th day of October 2013 by and between the TOWN OF BROOKLINE, hereinafter referred to as the "Employer" and LOCAL 1358, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, hereinafter referred to as the "Union", has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work, and other conditions of employment.

ARTICLE I

Recognition

The Employer recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours and working conditions for all employees in the classification of School Traffic Supervisor, Parking Control Officer, School Traffic Supervisor/Parking Control Officer who have six months or more of continuous service excluding reserves (intermittent and temporary employees).

The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining, or make any agreement with any such group or individual for the purpose of undermining the Union or changing any condition contained in this agreement.

The Union shall be responsible for representing the interests of all the employees in the bargaining unit without discrimination and without regard to Union membership.

ARTICLE II

Management Rights

The listing of the following 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 are not subject to arbitration and 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, for just cause, to suspend, demote or discharge and the right to relieve employees from duty because of insufficient funds. The foregoing must be exercised in accordance with the General Laws of the Commonwealth of Massachusetts. Just cause shall not be applicable to employees in their probationary period.

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 and materials to be used, and the extent to which its own or other facilities and/or personnel shall be used. The Employer must take whatever action is necessary to carry out its work in emergency situations. 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 establish and change work schedules as necessary.

c) 2-Hour Parking Enforcement. The Town may direct employees in Group 1, Group 2B, Group 2C, Group 3A, Group 3B and/or Group 4, to issue parking violation notices for vehicles in violation of the Town's two-hour parking limit. Such work shall be considered shared work with

police officers.

ARTICLE III

Check-Off and Agency Service Fee

1. Check Off.
   a. In accordance with Chapter 180, Section 17A of the General Laws of the Commonwealth of Massachusetts, the Employer shall deduct from earned wages periodic Union membership dues from those employees who individually authorize such deductions in the form attached and marked "Appendix A" upon the date of their authorization or date of hire, whichever occurs first. The Employer 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. Providing there is no equipment breakdown or personnel shortage, such remittance shall be made by the tenth day of the succeeding month.

   b. The Union shall indemnify and save the Employer harmless against any claim, demand, suit or other form of liability that may arise out of or by reason of action taken by the Employer for the purpose of complying with this article.

2. Agency Service Fee.
   a. Subject to the exceptions set forth below in paragraph d), employees who are in the bargaining unit represented by Local 1358, AFSCME and who are not members of said Local shall be required to pay said Local a monthly agency service fee in the amount of $0.25 (twenty-five cents) per month less than the union's current regular membership dues as a continuing condition of employment provided that the conditions of Section 1 of Chapter 463 of the Acts of 1970 have been complied with.

   b. The collection of the agency service fee shall be the responsibility of Local 1358, except that the Town will deduct the fee from the wages of any employee who executes an appropriate deduction card.

   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 Local 1358. The Local agrees to indemnify and save the Town harmless against all claims, demands, suits or other forms of liability which may arise by reason of any action taken pursuant to this article.

   d. Emergency and temporary employees with less than six months of service shall not be required to pay the agency service fee.

   e. The Town shall provide the Union with a quarterly listing of the names of new employees in the bargaining unit.

ARTICLE IV

Physical Examinations

In order to deal constructively with the health of its employees in relation to their work, physical examinations by the Town shall be mandatory prior to employment, reemployment, reinstatement, and transfers or promotion to positions requiring appreciable more physical effort than the original position. The Chief may send any employee for a job-related fitness for duty exam (physical and/or psychological) paid for by the Town.

ARTICLE V

Categories of Employees

Categories of Employees

Group 1: Full-time school traffic supervisors/parking control officers (37.5 hours per week)

Group 2: Part-time employees who work under 20 hours per week:

A. School Traffic Supervisor work only

B. School Traffic Supervisor work plus Parking Control Officer work up to an aggregate total of not more than 19 hours per week.

C. Parking Control Officer work of not more than 19 hours per week.

All employees are in Group 2 unless or until the Town hires them to positions in Groups 1, 3 or 4.

Group 3: Part-time employees who are regularly assigned by the Town to work more than 20 hours per week but less than 37.5 hours per week as school traffic supervisors/parking control officers or as parking control officers. (Group 2 employees do not become Group 3 employees by regularly signing up to work more parking control officer hours, putting them over the aggregate 19 hour limit for Group 2. Openings in group 3 positions will be posted and Group 2 employees may apply.)

Group 4: Full-time employees who are regularly assigned by the Town to work 37.5 hour per week as parking control officers.

Specialist Assignment. The Chief may appoint and remove a *Working Supervisor*. Such *Working Supervisor* position shall be considered to be a specialist assignment and will be posted in accordance with the second paragraph in Article XIX. Only employees in Group 1 may apply for such assignment. The Chief will determine the responsibilities for such assignment. An individual appointed as the *Working Supervisor* shall receive a $1.00 per hour stipend while she/he is serving in such assignment. If the same individual continues to serve in the Working Supervisor assignment for a second consecutive year after having completed the prior year in such assignment, such stipend shall increase to $1.50 per hour. If the same individual continues to serve in the Working Supervisor assignment for a third consecutive year or additional consecutive years after having completing the two prior consecutive years in such assignment, such stipend shall be $2.50 per hour. The Chief will select and appoint a substitute working supervisor at the Chief's discretion to cover for the working supervisor when the working supervisor is absent three or more consecutive work days, and such substitute working supervisor shall receive a $1.00 per hour stipend while she/he is serving in such assignment.

ARTICLE VI

Hours of Work

1. School Traffic Posts

The Town has the exclusive right to set and change the times for school traffic supervisor posts. The current times are: 7:30 a.m. - 8:30 a.m. and 2:20 – 3:15 p.m. Post times may be adjusted

for early dismissals and delayed starts. The Town also reserves the right to add or remove school traffic supervisor posts including adding posts to cover half-day kindergarten should the School Committee add half-day kindergarten programs.

2. **Group 1 Employees:**

Monday through Friday:

On School Days	On Non-School Days	On Non-School Days (Effec.7/1/2008)
7:30 a.m. - 3:30 p.m.	8:30 a.m. - 4:30 p.m.	8:00 a.m. - 4:00 p.m.

Saturdays are available for make-up hours. The Chief or his designee may allow flex time.

Flex Time and Snow Days

Group 1 employees may request to work on Saturdays to make up hours lost during the Monday - Friday work week due to inclement weather, school cancellations, and/or other scheduled time off with the approval of the Chief or his designee. Flex time may also be done on Monday through Friday until 8:00 p.m. with approval of the Chief or his designee. (Employees are paid for the hours they actually work in a work week; flex time shall not result in an employee working more than 40 hours in any work week or in overtime.)

3. **Groups 2B, 2C, 3 and 4 Employees:**

The hours of work for Groups 2B, 2C, 3 and 4 employees shall be determined by the Town and may include hours on Saturdays.

4. **Group 2A Employees:**

Hours of work for Group 2A employees will be when school is in session in accordance with the school traffic supervisor post times set by the Town as such may change from time to time generally or by post. The current posts are 7:30 a.m. - 8:30 a.m. and 2:05 p.m. to 3:05 p.m. Post times may be adjusted for early dismissals and delayed starts. The Chief of Police may modify the reporting hours and /or require that additional time/reporting periods be worked as necessary for the school traffic posts.

5. **Overtime**

Employees who work more than 7.5 hours in a day shall receive time and one-half for all time worked over 7.5 hours excluding time worked as flex time.

ARTICLE VII

Compensation

1. **Fiscal Year 2003**

Group 1:
FY 2003

Effective July 1, 2002, Group 1 employees shall receive $17.61 per hour (which is the blended weighted hourly rate based on FY 2002 for full-time work (37.5 hours per week and 52.2 weeks per year) as a school traffic supervisor/parking control officer plus 3%).

Group 2:
FY 2003

Effective July 1, 2002, all employees in Group 2 shall receive a 3% increase in their hourly rate for school traffic supervisor work and their hourly rate for parking control officer work for those hours actually worked in each of these jobs. (Effective July 1, 2002, the School Traffic Supervisor rate

will be $19.81 and the parking control officer rate will be $17.11.)
Group 3:

FY 2003
Group 3 employees who do both traffic supervisor and parking control officer work receive the same rate of pay as Group 1 employees.

Group 3 employees who only do parking control officer work receive the same hourly rate of pay for parking control officer work that Group 2 employees receive for parking control officer work.

2. <u>Fiscal Year 2004</u>

Groups 1 and 2:

(i) Wages will be increased 2% effective July 1, 2003.

(ii) NET CHERRY SHEET AID
If the Net Cherry Sheet aid actually received by the Town in Fiscal Year 2004 is at least $500,000 more than the fiscal year 2003 Net Cherry Sheet aid actually received by the Town and provided that the Town actually received at least $13,371,037 in Net Cherry Sheet aid in FY 2003, then an additional 1% wage increase shall be granted effective July 1, 2003. For the purposes of this subparagraph (ii), Net Cherry Sheet aid shall be defined as gross Cherry Sheet aid minus the following: School Building Assistance Program, Education/Town Offset Items, and Police Career Incentive Program, as voted by the Legislature and approved by the Governor. If on July 1, 2003, the FY 2004 State Budget has not been voted by the Legislature and approved by the Governor, the Town shall distribute a 2% wage increase in accordance with subparagraph (i) above, pending completion of the State Budget. Any additional wage increase in accordance with this subparagraph (ii) shall be made retroactive to July 1, 2003, within thirty days of receipt of the Cherry Sheet aid from the State by the Town.

(iii) REOPENER
If the provisions of subparagraph (ii) above do not result in an additional 1% increase in general wages for FY 2004, <u>and</u> if the Town agrees with any Town union to a general wage increase of more than 2% in fiscal year 2004, the Town will agree, upon the request of AFSCME, to re-open the FY 2004 general wage provision of this agreement for the purpose of re-negotiating wages for FY 2004. The total FY 04 general wage increase shall not exceed 3%. For the purposes of this subparagraph (iii), "agrees" in the first sentence of this subparagraph (iii) shall mean an agreement reached between the Town and any of the Town unions which was not directed, imposed, or recommended by an arbitrator or fact finder. Town unions do not include any group for which the school committee is the collective bargaining agent for the Town.

Group 3:

FY 2004
Group 3 employees who do both traffic supervisor and parking control officer work receive the same rate of pay as Group 1 employees in FY 04.

Group 3 employees who only do parking control officer work receive the same hourly rate of pay for parking control officer work that Group 2 employees receive for parking control officer work in FY 04.

FY2010, FY2011, FY2012

General Wage Increases (See Appendix A for actual rates)

The general wages shall be increased in accordance with the following schedule:

Group #	7/1/09	7/1/10	7/1/11
Group 1	0%	1.5%	1.5%
Group 2	0%	0.5%	1.0%
Group 3	0%	0%	0%
Group 4	0%	0%	0%

FY2013, FY2014, FY2015

General Wage Increases (See Appendix A for actual rates)

The general wages shall be increased in accordance with the following schedule:

Group #	7/1/12	7/1/13	7/1/14
Group 1	2%	2%	2%
Group 2	2%	2%	2%
Group 3	2%	2%	2%
Group 4	2%	2%	2%

FY2016, FY2017, FY2018

General Wage Increases (See Appendix A for actual rates)

The general wages shall be increased in accordance with the following schedule:

Group #	7/1/15	7/1/16	7/1/17
Group 1	2%*	2%*	2%
Group 2	2%*	2%*	2%
Group 3	2%*	2%*	2%
Group 4	2%*	2%*	2%

*Retroactive pay is limited to employees in the School Traffic supervisor bargaining Unit As if April 7, 2017, the anticipated date of ratification. (Former employees are not eligible for retroactive pay.)

FY2019, FY2020, FY2021

General Wage Increases (See Appendix A for actual rates)

The general wages shall be increased in accordance with the following schedule:

Group #	7/1/18	7/1/19	7/1/20	9/1/20
Group 1	2%	2%	2%	0.05%
Group 2	2%	2%	2%	0.05%
Group 3	2%	2%	2%	0.05%
Group 4	2%	2%	2%	0.05%

3. When assigned to perform other duties, such as those of Police Matron, the applicable rate of the proper classification will be paid except that there will be no loss of pay when a School Traffic Supervisor is prevented from being on post due to performance of duties as Police Matron. When assigned as Police Matron employees will receive a minimum of 4 hours pay. Time and one-half shall be paid for such police matron work in excess of 8 hours in any day.

4. (a) Group 1 and Group 4 employees, for the purposes of longevity only, will be paid longevity pay based on their calendar years of service as of their date of hire, without prorating for part-time service, in accordance with the following schedule:

10 - 15 years	- $115	20 to 30 years	- $175
15 - 20 years	- $145	30 or more years	- $250

Effective July 1, 2005, longevity will be paid in accordance with the following schedule:

10 - 15 years	- $140	20 to 30 years	- $200
15 - 20 years	- $170	30 or more years	- $275

Effective July 1, 2006, longevity will be paid in accordance with the following schedule:

10 - 15 years	- $165	20 to 30 years	- $225
15 - 20 years	- $195	30 or more years	- $300

Effective July 1, 2008, longevity will be paid in accordance with the following schedule:

10 - 15 years	- $265	20 to 30 years	- $325
15 - 20 years	- $295	30 or more years	- $400

Effective July 1, 2013, longevity will be paid in accordance with the following schedule:

10-15 years	- $290	20-30 years	- $375
15-20 years	- $320	30 or more years	- $450

(Group 3 employees receive pro-rated longevity pay. Group 2 employees do not receive longevity pay)

(b) Effective July 1, 2008, Group 1 and Group 4 employees will be eligible for longevity provided in Section 4 (a) or 4 (b), whichever is greater.

Group 1 employees who have completed the equivalent of at least 10 years of full-time service in the bargaining unit shall be eligible for the following longevity:

10-15 years of full-time service as of their employment anniversary date $625.

15-20 years of full-time service as of their employment anniversary date $775.

Effective July 1, 2013 Group 1 employees who have completed the equivalent of at least 10 years of full-time service in the bargaining unit shall be eligible for the following longevity:

10-15 years of full-time service as of their employment anniversary date $650.
15-20 years of full-time service as of their employment anniversary date $800.

(Every 1,957.50 hours of work by an employee in the bargaining unit shall equal one year of full-time service.)

5. **Inclement Weather**

During inclement weather, all group 1, 2C, 3 and 4 employees are required to call the Traffic Captain or his designee prior to the start of their shift to determine whether work is available for the day. (Employees in Groups 2A and 2B shall continue to monitor radio and/or television for school cancellations.)

Effective July 1, 2004, employees in Group 1 and Group 4 will receive 7.5 hours of pay when there is no available work (school traffic supervisor work, parking control officer work, and by-law enforcement for sidewalk snow removal work) for the first two occurrences during the school year. These two days are in addition to any days in which the Town directs employees to stay home and such employees receive compensation provided that employees covered by this agreement are not required to perform school traffic supervisor work. Subsequent occurrences will follow the language in Article VI, paragraph 2 of this agreement. Effective July 1, 2008, Group 2 employees will be eligible for one such day (referred to as a "snow day") on the same terms and conditions as Group 1 employees; however, such snow day will be prorated based on the hours such Group 2 employee is scheduled to work. Effective July 1, 2011, employees may carry over unused snow days as follows:

Groups 1 and 4 employees may carry over up to a maximum of three (3) snow days.
Groups 2 and 3 employees may carry over up to a maximum of two (2) snow days.

Effective July 1, 2004, the Town will pay employees in Group 1 four (4) hours of pay when they perform school traffic supervisor work but there is no parking control officer work and no sidewalk snow removal by-law enforcement work available due to inclement weather; such employee may use 3.5 hours of accrued, unused personal and/or vacation time to supplement his/her earnings for the day.

When the only work available on a work day is by-law enforcement of sidewalk snow-removal, and a Group 1 employee does not want to do such enforcement, the employee may use 7.5 hours of accrued, unused personal and/or vacation time without providing 24-hours prior notice to make up the hours lost on such a day, or may make up the lost hours using flex time as provided in Article VI, paragraph 2.

This paragraph 5 shall apply to Group 3 employees and the hours and pay shall be prorated in accordance with the group 3 employee's scheduled hours of work.

6. **Funds for Job Related Training**

Effective July 1, 2008, employees represented by the bargaining unit may receive funds from the Town-wide job-related training fund under the same terms and conditions as other AFSCME members in the Town.

7. **Direct Deposit**

All employees shall designate an account(s) to which the Town shall directly deposit the employee's compensation, and the Town shall pay compensation to such employees through direct deposit to the account(s) designated by each such employee.~~).~~

8. **Electronic Pay Advisories**

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

9) Pay Day. The Union agrees that the Town has satisfied all of its bargaining obligations associated with changing pay day from Thursday to Friday. The Town agrees to provide the Union with 30 calendar days' notice prior to implementing the change from Thursday pay day to Friday pay day.

10) Bi-Weekly Pay. The Union agrees that the Town has satisfied all of its bargaining obligations associated with changing from weekly pay to bi- weekly pay. The Town agrees not to implement bi-weekly pay for employees represented by the Union until such time as it is implementing bi-weekly pay for all Town employees represented by other Town unions including the fire and police unions. The Town agrees that the first time it implements bi-weekly pay for employees represented by the Union it shall pay such employees a one-time, lump sum transition payment of three hundred fifty dollars ($350.00), less regular and ordinary deductions for state and federal taxes and other withholdings required by law. Such payment shall be made during the week between the last weekly paycheck and the first bi-weekly pay check. The Town agrees to provide the Union with 30 calendar days' notice prior to implementing the change to bi-weekly pay schedule.

ARTICLE VIII

Holidays

Group 1 and Group 4

The following twelve legal holidays shall be deemed paid holidays except when they fall on a Saturday: New Year's Day, Martin Luther King's Birthday, Washington's Birthday, Patriot's Day, Memorial Day, Bunker Hill Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and Christmas Day. All holidays falling on a Sunday shall be celebrated on Monday. Bunker Hill day shall be a work day and employees in Group 1 and Group 4 can use it as a floating holiday but not on a day when school is in session.

Any group 1 and Group 4 employee is credited with another day of vacation when a legal holiday falls during his/her vacation leave. If the regular day off of a Group 1, Group 3 or Group 4 employee is Saturday and a holiday as listed above falls on a Saturday, such person shall, where possible, with the approval of the Board of Selectmen, be given the preceding Friday or the following Monday off without loss of pay, or if said day off cannot be given by reason of personnel shortage or other cause, he/she shall be given, in lieu thereof, an additional day's pay.

Group 3

Group 3 employees receive pro-rated holidays.

Group 2

Group 2 employees do not receive holidays.

ARTICLE IX

Vacation and Personal Days

1) Vacations and Personal days cannot be taken on school days. Only under extraordinary circumstances and only with the Chief's authorization may an employee take a vacation or personal day on a day when school is in session. The Chief has the right to schedule vacation times when in his opinion it best serves the needs of the operation. Vacations will not be unreasonably withheld.

2) Length of Service. For determining vacation and personal leave entitlements in this Article, length of service will be calculated as follows:

   Every 1,957.50 hours of work by an employee for the Town of Brookline shall equal one year of service.

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

4) Vacation Accrual. Group 1 and Group 4 employees are entitled to receive vacation benefits in accordance with the provisions of this Article. Group 3 employees are entitled to prorated vacation benefits based on the relation that their regularly scheduled hours of work have to full time (37.5 hours/week) work. (Group 2 employees are not eligible for vacation benefits.)

   A. Length of Vacation for employees hired before July 1, 2013. (See paragraph 2 above to calculate years/months of service.) Group 1 and Group 4 employees who have acquired vacation status as indicated below shall be credited as of June 30 with earned vacation leave with pay not to exceed the following schedule:

   For less than seven months' service, one work day for each full calendar month employed. For seven full calendar months' service, but less than five years' service as of June 30 of the 5th year, two calendar weeks.

   For five years' service but less than ten years' service as of June 30 of the 10th year, three calendar weeks.

   For at least ten years' service as of June 30 of the 10th year, five calendar weeks.

   B. Length of Vacation for employees hired on or after July 1, 2013:

   Length of Vacation for employees hired on or after July 1, 2013. (See paragraph 2 above to calculate years/months of service.) Group 1 employees who have acquired vacation status as indicated below shall be credited as of June 30 with earned vacation leave with pay not to exceed the following schedule:

Service as of June 30th	Vacation
Less than 7 months	1 work day for each full calendar month of service
7 full calendar months but less than five years	2 calendar weeks
5 full calendar years but less than 10 years	3 calendar weeks
10 full calendar years or more	4 calendar weeks

5) Absence Without Pay. When a person is on leave without pay and/or absence without pay, for more than fifteen cumulative scheduled work days in any vacation year, such person 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 for the first six months without pay when an employee is receiving Worker's Compensation.

6) Vacation Credits. Vacation Leave earned by actual service during the vacation year shall be credited on June 30th of the current year.

7) Maximum Vacation Accrual. Vacation leave may be accrued up to a maximum of six weeks vacation at the option of an employee. Department Heads may authorize an additional two week accrual of vacation. No employee may have more than eight weeks accrued vacation without the approval of the Human Resources Board.

8) Personal Leave. [See Article IX, paragraph 2 above to calculate years (and fractions of years/months) of service.]

(a) All Group 1 and Group 4 employees with twelve months or more of continuous service, shall be entitled to four (4) personal leave days per year in addition to any such leave earned under the sick leave provisions of this agreement. Such leave will be prorated for Group 3 employees. Such leave will also be pro-rated for Group 1, Group 3 and Group 4 employees who are not employed for the full year except for employees who retire during the year. (Group 2 employees do not get personal leave.)

(b) Except as below, the 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. This Leave may be taken for any reason but the Department Head must have at least one day's 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. As an exception to these requirements, the Personal Leave may, at the employee's option, be cashed in at straight time pay.

(c) Employees who were hired on or before June 30, 2011 who have 20 years or more of service shall be granted two (2) days of Personal Leave per year and employees who were hired on or after July 1, 2011 who have 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. These days of Personal Leave cannot be cashed in and must be taken off at a time acceptable to the department head and in such a way as not to incur overtime costs. (Years of service are calculated in accordance with Article IX, paragraph 2.)

ARTICLE X

Group Health Insurance and Life Insurance

Group 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 and life 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, coverage's, 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 notice of the change.

Life Insurance. Effective July 1, 2008, the Town will offer eligible employees the option of purchasing $2,500 of additional life insurance for a total life insurance benefit amount of $7,500. Employees who select such additional life insurance shall pay 100% of the premiums for the additional $2,500 of life insurance. The Town shall continue to pay 75% of the premiums for the $5,000 life insurance amount.

ARTICLE XI

Sick Leave

Sick Leave is available to Group 1 and Group 4 employees and is prorated for Group 3 employees. (Group 2 employees do not receive sick leave.)

1) Sick Leave

(a) Definition. Sick leave with pay means authorized absence from work granted to employees when they are unable to perform their duties because of sickness, personal injury, injuries to eligible employees in accordance with the provisions of Chapter 152 of the General Laws, quarantine by health authorities, or serious illness in immediate family or household.

(b) Annual Entitlement. Group 1 and Group 4 employees shall be entitled to sick leave at the rate of 15 working days per calendar year credited on January 1 of each calendar year starting on January 1 of the year following employment and to accumulate such days without limit. Group 3 employees receive prorated benefits based on the number of hours they are regularly scheduled to work in relation to full time work. (Group 2 employees do not receive sick leave.)

Employees hired on or after July 1, 2008, shall accrue sick leave at the rate of 1 ¼ days per month for each month of service for the duration of their employment with the Town. (*Group 2 employees do not receive sick leave.)*

(c) New Employees. Effective July 1, 2008, all new Group 1 and Group 4 employees shall be credited with one day of sick leave on the first day of the calendar month following employment and will accumulate thereafter one day for each full calendar month worked. (New Group 3 employees receive prorated sick leave.)

(d) Deductions. A deduction of one day from sick leave credits shall be made for each fifteen days in the aggregate of absence from work without pay during a calendar year. This section shall not be applicable for the first six months without pay when an employee is receiving Workers' Compensation.

2) Notification

If any employee (Groups 1, 2, 3 or 4) is unable to report to his/her post for duty because of illness, he/she must notify the Officer-in-Charge at the Police Station not later than 7 A.M. When prepared to report back for duty, the employee must notify the Officer-in-Charge not later than one hour before the starting time of the assignment.

3) Injuries

Employees having sick leave credits who are injured on the job and are receiving Workers' Compensation shall upon request, be granted such sick leave allowance payment as will, when added to the amount of Workers' Compensation, result in the payment to them of their full salary in accordance with the Provisions of Chapter 152 of the General Laws.

The total dollar value of such sick leave payments shall be computed to its equivalent in work days and charged against sick leave credits accordingly.

4) Documentation

For the protection of the Town, the Department Head or his/her designee may require the presentation of a doctor's certificate or note, which shall state the employee's name, date(s) seen, a brief description of the illness or injury and the expected duration, in connection with a claim for sick leave, when the employee has been absent due to sickness, illness, or injury for ten or more days in the previous calendar year and is absent at a rate of one day or more per month in the current calendar year. Any available sick leave shall not be granted until such written explanation, when required, has been received by the Department Head.

The Town retains the authority to request a doctor's certificate when the Department Head or his/her designee believes an employee may be abusing sick leave without regard to the number of absences.

If it is deemed advisable, the Town, at its expense, may send an employee to a doctor, selected by the Town, to investigate any absence alleged to be caused by illness or injury.

5) Return To Duty After Sick Leave

For the further protection of the Town and the employee concerned, the Department Head may require an employee to undergo a physical exam by a physician selected by the Town before being restored to duty after sick leave. Employees who undergo such an exam during their regularly scheduled work hours shall have the time spent thereon charged as time worked unless they are found unfit for duty, in which case the time shall be charged as sick leave.

6) Serious Illness In Immediate Family

In case of serious illness of husband, wife, child, parent of either spouse, or person living in the immediate household of an employee subject to these rules, the employee may be granted sick leave with pay not to exceed seven working days within a calendar year, at the discretion of the appointing authority. These days are charged against the annual sick leave allowance.

Each employee who is required to produce doctor's certificates for his/her absences pursuant to Section 4) shall also produce such a certificate for each absence for serious illness in immediate family pursuant to Section 6); such certificate shall contain the following information:

(a) the employee's name;
(b) the name and relationship of the immediate family member with a serious illness to the employee; and

(c) a statement:
   (i) that the immediate family member has a serious illness,
   (ii) with the date(s) of such serious illness and the date(s) such doctor examined and/or treated the immediate family member.

7) Termination of Service

Accumulated sick leave shall not be taken immediately prior to retirement unless properly chargeable to sick leave under the above rules and regulations. Upon termination of service for reasons other than discharge for cause, employees or their estates shall be entitled to a lump sum payment equal to one-third (1/3) of their unused accumulated sick leave up to a maximum of $5,000.

8) Personal Leave

Based on his/her attendance record during the previous calendar year, an employee in Group 1 or Group 4 who was hired on or before June 30, 2011, is eligible for Personal Leave in accordance with the following schedule: such an employee who uses only 0-2 sick leave days is eligible for three (3) personal leave days, such an employee who uses only 3-4 sick leave days is eligible for two (2) personal leave days, and such an employee who uses only 5-6 sick leave days is eligible for one (1) personal leave day. Such an employee who uses seven (7) or more sick leave days receives no personal leave under the provisions of this section. Based on his/her attendance record during the previous calendar year, an employee in Group 1 or 4 who was hired on or after July 1, 2011, who uses from 0-1 day sick leave is eligible for one (3) days of Personal Leave, such an employee who uses 2-3 days sick leave is eligible for two (2) days of Personal Leave, and such an employee who uses 4-5 days sick leave is eligible for one (1) day of Personal Leave. Group 3 employees are entitled to prorated benefits under this section. Sick leave used solely to supplement worker's compensation payments under the provisions of M.G.L. Chapter 152-Workmen's Compensation Act shall be excluded in determining any Personal Leave due to an employee under this section.

Except as below, the 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. This leave may be taken for any reason but the Department Head must have at least one day's written 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. The personal leave must be taken or, at the employee's option, cashed in at straight time rates during the calendar year. If it is not taken or cashed in, it is not cumulative, but it may be added to sick leave.

Personal leave cannot be taken on school days. Only under extraordinary circumstances and only with the Chief's authorization may an employee take a personal day on a day when school is in session.

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

9) Extended Sick Leave Bank

Effective July 1, 2008, the parties agree to establish an extended sick leave bank as provided below for Group 1, Group 3 and Group 4 employees.

Extended Sick Leave Bank. There shall be established for all members of AFSCME, Local 1358, Town of Brookline bargaining units an extended sick leave bank which shall be administered by the Human Resources Office, established and utilized according to the following procedures:

A. To be eligible for membership an employee must have completed initial six (6) months of employment in the bargaining unit and must have voluntarily donated one (1) sick day per year to the extended sick leave bank ("Bank"). These donated days shall be deducted from accumulated sick leave but shall not be considered sick leave for the purposes of monitoring sick leave usage or personal leave as per Article XI, Sick Leave, of section 8). The Bank shall contain no more than 650 days at any one time regardless of donations made to the Bank.

B. Enrollment in the Bank will be open from December 1 to December 31 of each year for participation in the Bank in the following calendar year. The Human Resources Office will have information and authorization forms available for employees at least thirty (30) days prior to the enrollment period.

C. The Sick Leave Bank Committee will be responsible for the review of requests for Bank days to be withdrawn from the Bank. The Committee will be comprised of two (2) representatives appointed by the Town and two (2) representatives appointed by AFSCME, Local 1358. Members of the Committee shall be granted reasonable paid time off to meet, review and determine each request for Bank days. Providing that the balance in the Bank is sufficient, the Committee shall have the authority to grant up to thirty (30) days to an employee per calendar year (Jan. 1 to Dec. 31), and shall endeavor to make a determination on each application for Bank days within ten (10) working days of receipt of all documentation required by the Committee. The Committee may grant up to an additional thirty (30) days to an employee but in no event shall the total of such grant(s) to an employee exceed sixty (60) days in total per calendar year. A majority vote of the full Committee is required to grant Bank days.

D. Applications for Bank days must be submitted in writing to the Human Resources Office along with a signed statement from the employee's doctor which fulfills the criteria in Part E (3) below. The Office of Human Resources shall take steps to remove any reference to the employee's name from the medical reports or documentation. The Committee, through the Office of Human Resources, may request additional medical information from the employee's medical provider and may consider information from the employee's department, which may be relevant to the Committee's deliberations. The Human Resources Office and the Committee shall at all time safeguard and treat as confidential the medical information concerning employees who have applied for Bank days. The Human Resources Office shall make periodic status reports on the fund balance as needed by the Committee.

E. The following criteria shall be used by the Committee in awarding Bank days:

   1. The employee is eligible by virtue of meeting the criteria in Paragraph A above;
   2. The employee has exhausted or will soon exhaust all accumulated sick leave and other paid leave (such as vacation leave and personal leave); and
   3. The application is accompanied by adequate medical evidence of a serious illness or serious injury, which prevents the employee's immediate return to work.

   The Committee may require additional medical information or documentation prior to making a decision on any application. Bank days which are granted but unused shall revert to the Bank upon an employee's return to work, retirement, resignation or other separation from employment or death whichever occurs first. No employee who is granted Bank days shall be allowed to redeem any unused portion pursuant to Article XI Sick Leave, Section 7).

F. If the Committee has denied an application for Bank days, the employee, or by agent, may request in writing that the application be reconsidered at a meeting of the Committee at which the employee, or agent, is present.

G. Decisions of the Committee shall be final, and shall not be the subject of grievance or arbitration.

H. The parties recognize that the Committee has no authority with respect to discipline or employment decisions regarding employees and that the grant of the Bank days to an employee does not guarantee an employee's continued employment with the Town; discipline must be in accordance with Art. II.

ARTICLE XII

Bereavement Leave

Employees in Group 1 and Group 4 are entitled to the benefits provided in this Article. Employees in Group 3 receive prorated benefits. (Group 2 employees do not receive benefits provided in this Article.)

Bereavement Leave. Bereavement leave, only with respect to days otherwise scheduled for work, shall be granted as follows: Upon the death of the husband, wife, child, parent of the employee, the employee shall be granted a leave of absence with pay to the extent necessary but not in excess of five (5) otherwise scheduled days. Upon the death of the parent-in-law, brother, sister, brother-in-law, sister-in-law, grandparent, grandchild or person living in the immediate household, the employee shall be granted a leave of absence with pay to the extent necessary but not in excess of four (4) otherwise scheduled days. In the case of the death of one of the foregoing who was not the spouse, parent, or child of the employee, leave for other than the day of the funeral (but not more than a total of 4 otherwise scheduled days) shall be granted only if the requester provides a satisfactory written explanation of the need for the additional days. Upon evidence satisfactory to the appointing authority of the death of an aunt or uncle of an employee or his/her spouse, or the grandparent of an employee's spouse, an employee may be granted, when necessary, a leave of absence for one day.

ARTICLE XIII

FMLA

Family and Medical Leave Act. The Town will observe the provisions of the Family and Medical Leave Act (FMLA). The Union and the Town agree to assist employees eligible for FMLA leave with completion of necessary applications and documentation.

ARTICLE XIV

Civil Service

Except as otherwise provided by Section 8 of General Laws, Chapter 150E, the Employer and Union shall recognize and adhere to all Civil Service Rules and

Regulations relative to seniority, promotions, discharges, suspensions and transfers from one job classification to another or from one department to another.

Probationary Period

The probationary period for employees who commence employment in a position in the bargaining unit on or prior to September 30, 2016 shall be 6 months. The probationary period for employees who commence employment in a position in the bargaining unit on or after October 1, 2016 shall be 12 months. (Nothing in this Article shall change the requirements in Article III for employees with 6 months or more of service.)

ARTICLE XV

Uniforms

1) Uniforms. Uniforms shall be furnished to employees in Groups 1, 2, 3 and 4 by the Town at no cost to the employees. Uniforms must be worn as prescribed by the Department while on duty and shall not be worn at any other time.

2) Boots. Cold weather boots and rubber boots will not be furnished by the Town, but the Town will pay employees in Group 1 $75.00 per year payment towards the cost of such boots purchased by employees. Effective July 1, 2011, the annual boot allowance will be increased by $25.00, and the annual boot allowance will be paid to employees in Groups 1 and 4. Group 3 employees receive a prorated amount. Only boots regarded as compatible with the uniform may be worn.

3) Shoes. Each employee in Group 1 and Group 4 scheduled to work for a full year shall receive a $125.00 per year allowance for uniform shoes approved by the department. Effective July 1, 2011, increase the annual uniform shoe allowance by $25.00. Employees in Group 3 shall receive a prorated uniform shoes allowance.

4) Maintenance Allowance. Effective July 1, 2008, employees in Group 1 scheduled to work for the full year shall receive a three hundred fifty dollar ($350.00) maintenance allowance on or about the start of the school year. Effective July 1, 2011, the annual maintenance allowance will be increased by $35.00, and will be paid to employees in Groups 1 and 4. Group 3 employees shall receive a prorated maintenance allowance.

Effective July 1, 2005, employees in Group 1 scheduled to work for the full year shall receive a two hundred fifty dollar ($250.00) maintenance allowance on or about the start of the school year. Group 3 employees shall receive a prorated maintenance allowance. Effective July 1, 2018, employees in Group 1 and 4 who are scheduled to work for the full year shall receive a five hundred eighty-five dollar ($585.00) maintenance allowance on or about the start of the school year. Group 3 employees shall receive a prorated maintenance allowance.

5) Uniforms remain the property of the Town and shall be returned upon resignation or termination.

ARTICLE XVI

No Strikes

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

b) The Union agrees that there shall be no strike during the term of this Agreement.

c) It is understood and agreed that in the event of any strike on the part of any employee or employees during the term of this Agreement, the Union shall, upon the occurrence of such strike, and upon the request of the Employer, notify, in writing, the employees involved that such action by said employees was unauthorized and in violation of the provisions of the Agreement and shall direct said employ to return to work promptly, and the Union shall take such further steps as may be reasonable under the circumstances to bring about a termination of any such strike. A copy of any written notice required under the provisions of this section to be sent by the Union to the employees involved in any such strike shall be given simultaneously by the Union to the Employer.

In any event, the Employer may, upon the occurrence of such strike in violation of the provisions of this article, take such disciplinary action or actions, including discharge, with respect to any employee or employees who have participated in such strike, subject to the employee's rights to review under the contract and applicable laws.

ARTICLE XVII

Inability To Work During and After Pregnancy

It is agreed that inability to work during pregnancy shall be treated as a disability subject to the application of the employee's accumulated unused sick leave in accordance with Article XI - Sick Leave. The Town may require documentation to substantiate the employee's necessity for leave. Employees, including for this purpose only those who have started maternity leaves and who would not otherwise be eligible for paid sick leave, shall be allowed to use ten days of their accumulated unused sick leave at the time of giving birth without being required to provide a doctor's certificate. Use of accumulated unused sick leave after this time will be subject to proper medical evidence.

Employees will be granted unpaid maternity leaves to the extent requested, but not to exceed twelve weeks after the date of delivery.

ARTICLE XVIII

Grievance Procedure

1) A grievance for purposes of this Agreement is a written dispute, claim or complaint involving a question of interpretation or application of this Agreement and may be filed by either the Union or an employee in the bargaining unit.

2) The employee's grievance must contain the following information:

   1. A statement which cites the part of the agreement which has been violated.
   2. Available evidence, if any, to support the grievance.
   3. A statement of the remedial action sought.

   The Employer agrees to notify the Union of all grievances. The Union may be represented at all hearings and will be furnished copies of all decisions.

   Copies of grievances must be submitted to the Human Resources Director on the same day that they are submitted at Step 1.

3) Grievances shall be settled in the following manner:

Step 1. The employee or the Union shall take up the grievance in writing with the Commanding Officer of the Traffic Division within 15 calendar days of the date of the occurrence of the

grievance. The Commanding Officer of the Traffic Division must render his/her decision in writing within 7 calendar days after the receipt of the grievance unless it is mutually agreed by the participants that additional time to answer will be allowed.

Step 2. If the grievance is not settled at Step 1, it must be presented in writing, to the Chief of Police within seven (7) days after the Step 1 response is received. The Chief of Police must render his response in writing within 15 days after receipt of the grievance unless it is mutually agreed by the participants that additional time to answer be allowed.

Step 3. If the grievance has not been settled at Step 2, it must be presented in writing to the Human Resources Board within 7 calendar days after the Step 2 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 by the participants that additional time to answer will be allowed.

Step 4. If the grievance has not been settled at Step 3, it may be submitted to arbitration in the following manner. The Town or the Union, whichever party desires arbitration, shall serve written notice thereof upon the other party within fourteen (14) calendar days after the Step 3 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, either party may, within ten (10) 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 fifteen (15) days after the hearing. The arbitration decision 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 he finds he 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.

ARTICLE XIX

Posting

Filling of Group 1, 3 and 4 Vacancies. The Town will post Group 1, Group 3 and Group 4 vacancies. In cases where applicant length of service, ability, qualifications, and quality of previous performance are relatively equal, preference will be given to the senior qualified bidder.

Posting of School Traffic Supervisor Assignments. The Town will post vacancies in school traffic post assignments for one (1) week. Employees represented by the bargaining unit may submit a letter of interest in such assignment. The Chief has the discretion to select any individual for such assignments without regard to seniority.

ARTICLE XX

Article XX: Intentionally left blank

ARTICLE XXI

Term of Agreement

This Agreement shall take effect as of July 1, 2018 and shall continue in effect through June 30, 2021, and shall automatically renew itself from year to year thereafter unless either party hereto shall, at least sixty (60) days prior to June 30, 2015, 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. Within fifteen (15) days of receipt of such notification by either party, a conference will be held for the purpose of such amendment or modification.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on this _____ day of _____ 20__.

TOWN OF BROOKLINE

Chairperson, Board of Selectmen

Town Administrator

LOCAL 1358, AFSCME, AFL-CIO

President, AFSCME Local 1358

Council 93, Staff Representative

Local 1358 Representative

APPENDIX A

Pay Schedule

EFFECTIVE DATE	GROUP/BU	GROUP/BU DESC	HOURS	STEP	HOURLY RATE
07/01/2018	TAF1	STS ST AND PC FT ST1	37.50	1	24.4169
07/01/2019	TAF1	STS ST AND PC FT ST1	37.50	1	24.9052
07/01/2020	TAF1	STS ST AND PC FT ST1	37.50	1	25.4033
09/01/2020	TAF1	STS ST AND PC FT ST1	37.50	1	25.5303
07/01/2018	TAF2	STS ONLY <20 PT	10.00	1	26.0117
07/01/2019	TAF2	STS ONLY <20 PT	10.00	1	26.5319
07/01/2020	TAF2	STS ONLY <20 PT	10.00	1	27.0625
09/01/2020	TAF2	STS ONLY <20 PT	10.00	1	27.1978
07/01/2018	TAF2	PCO ONLY < 20		1	22.4665
07/01/2019	TAF2	PCO ONLY < 20		1	22.9158
07/01/2020	TAF2	PCO ONLY < 20		1	23.3741
09/01/2020	TAF2	PCO ONLY < 20		1	23.491
07/01/2018	TAF3	STS ST OR PC >20<37 PT ST3		1	22.7803
07/01/2019	TAF3	STS ST OR PC >20<37 PT ST3		1	23.2359
07/01/2020	TAF3	STS ST OR PC >20<37 PT ST3		1	23.7006
09/01/2020	TAF3	STS ST OR PC >20<37 PT ST3		1	23.8191
07/01/2018	TAF4	STS PARK CTRL FT ST4	37.50	1	24.4169
07/01/2019	TAF4	STS PARK CTRL FT ST4	37.50	1	24.9052
07/01/2020	TAF4	STS PARK CTRL FT ST4	37.50	1	25.4033
09/01/2020	TAF4	STS PARK CTRL FT ST4	37.50	1	25.5303

APPENDIX B

American Federation of State, County & Municipal Employees, AFL-CIO
21 BEACON STREET, BOSTON, MASS. 02108 - Tel. 723-2330

By:_____
Name of Employee

To:_____
Name of Employer

I hereby desire to be represented by the American Federation of State, County and Municipal Employees, AFL-CIO, an/or its corporate affiliates, as my exclusive bargaining agent in all matters affecting my wages, hours and other conditions of employment. Effective_____. I further request and authorize you to deduct from my earnings each _____(payroll period) the amount of $_____. This amount shall be paid to the treasurer of AFSCME Local Union No._____and represents payment of my union dues. These deductions may be terminated by me by giving you a 60 days' written notice in advance or upon termination of my employment.

_____
Name (Please Print)

_____ _____
Signature (DO NOT PRINT) Date

_____ _____
Home Address Phone

I am employed at:_____ Job Title:_____

Department and/or Division:_____