



Brookline Police Department
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Brookline, NH 03033
603-673-3755



William Quigley, III
Chief of Police

**Memorandum of Agreement to Amend
Between the Town of Brookline**

and

AFSCME Local 3657

This document, upon signatures of the duly assigned/authorized parties, serves to officially amend the terms and conditions of the Agreement Between the Town of Brookline and Local 3567 of the American Federation of State, County and Municipal Employees, AFL-CIO (January 1, 2008 to December 31, 2011).

Amended item(s) contained herein shall be considered legal and binding for the purposes of this agreement and shall supersede the item(s) referenced and contained in the above-cited agreement. Amendments shall remain in full-force and effect through the term of said agreement, unless otherwise stated or until subsequent amendment by and through duly authorized parties and shall replace the amended item(s) in future agreements, as dictated by and through the accepted negotiations process.

Amendment # 11-1:

Page 7, Article 10.1 Hours of Work, shall be amended as follows:

The normal workday shall be eight (8) consecutive hours of work and the normal workweek, regardless of shift arrangements, shall be forty (40) hours of work. Employees will have two consecutive days off for each shift. Normal work shifts will be day, swing, cover, and the midnight shift.

is hereby amended and shall heretofore be written and accepted as follows:

The normal workday or regular straight time rate shall be ten (10) or twelve (12) consecutive hours of work according to the officer's assigned shift. The normal workweek, regardless of shift arrangements, shall be eighty-four (84) hours in a bi-weekly pay period. Normal work shifts shall be a.m., swing, and p.m. shift. The schedule shall be as follows for the a.m. and p.m. shifts; two (2) days on, two (2) days off, three (3) days on, two (2) days off, two (2) days on, three (3) days off. The schedule for swing shift shall be; 4 consecutive days on and three (3) days off. Each full-time employee who works eighty-four (84) hours in a bi-weekly pay period shall be paid eighty (80) hours of work at a rate of regular straight pay.

Under our hands, this 11th day of JANUARY in the year 2011.

William Quigley
William Quigley, Chief of Police
Duly Authorized Agent of the Town of Brookline

Joseph Freda *Jan 11 11*
Joseph Freda, Master Patrolman
Duly Authorized Agent of AFSCME Local 3657

Linda Saari
Linda Saari, Chairperson
Brookline Board of Selectmen

[Signature]
Witness

Rena J. Donohue
Witness

**AGREEMENT BETWEEN
THE TOWN OF BROOKLINE
AND**

**Local 3657 of the American Federation of State, County, and Municipal
Employees, AFL - CIO**

**JANUARY 1, 2008
TO
DECEMBER 31, 2011**

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**ARTICLE I
PREAMBLE**

1.1 This Agreement is between the Town of Brookline, New Hampshire (hereinafter referred to as "Employer") and Local 3657 of the American Federation of State, County, and Municipal Employees, AFL – CIO (hereinafter referred to as the "Union") for the purpose of setting forth the mutual understanding of the parties as to terms and conditions of employment of those employees for whom the employer has recognized the Union as the Exclusive Bargaining representatives certified by the Public Employee Labor Relations.

**ARTICLE 2
RECOGNITION**

2.1 The Employer recognizes the Union as the sole and exclusive bargaining representative for all permanent full time and part time police officers employed by the Town of Brookline Police Department for the purpose of representation and collective bargaining with regard to terms and conditions of employment.

**ARTICLE 3
UNION SECURITY**

3.1 The Employer agrees to deduct from the paycheck of each employee within the bargaining unit who has signed an authorized payroll deduction card such amount as has been designated by the Union as Union dues and is so certified by the Treasurer of the Union. The Union will certify to the Employer, in writing, the current rate of membership dues. The Employer will be notified of any change in the rate of membership dues thirty (30) days prior to the effective date of such change. The Employer may require the submission of new deduction authorization forms when the Union increases its membership dues.

3.2 Such funds shall be remitted by the Employer to the Treasurer of the Union within one (1) month after such deductions. The Employee's authorization for such deductions is revocable at the will of the employee.

3.3 The Employer will not be required to honor any deduction authorizations that are delivered to the Employer after the beginning of the pay period during which the deductions should start.

**ARTICLE 4
MANAGEMENT RIGHTS**

4.1 Except as specifically limited or abridged by the terms of this agreement the management of the town in all its phases and details shall remain vested exclusively in the town and its designated agents.

4.2 The town and its agents shall have jurisdiction over all matters concerning the management of town departments, including, but not limited to: the exercise of all of the rights, responsibilities and prerogatives that are inherent in the employer or its agents by virtue of any statutes, ordinances or rules, as well as rights, responsibilities and prerogatives relating to, including, but not limited to, the direction of the work force, the establishment of rules and regulations, the establishment of qualifications for employment, the establishment of work and productivity standards, the right to hire, supervise, discipline or discharge, transfer, and relieve employees from duty, the right to decide job classifications, the right to abolish and create positions, the right to determine the methods, processes and manner of performing work and the general control of all of the operation of town departments in all its phases and details as well as all rights retained by virtue of, including but not limited to New Hampshire RSA Chapter 273-A, and any other provision(s) of the Revised Statutes Annotated or other laws.

4.3 It is agreed that these enumerations of management rights shall not be deemed to exclude other proper management rights not specifically enumerated. The town shall retain all rights and authority exercised prior to the execution of this agreement, except as modified by this agreement. The town not exercising any function hereby reserved to it, or its exercising of such function in a particular way, shall not be deemed to be waiving its right to exercise such function nor preclude the town from exercising the same in some other way not in conflict with the express provisions of this agreement. It is further specifically agreed that this Article and the exercise of any management right herein shall not be subject to any grievance proceeding.

ARTICLE 5 WORK RULES

5.1 All conditions and provisions pertaining to employees in the Town of Brookline Personnel Plan (as amended from time to time during the term of this agreement) and the Brookline Police Department Policies and Procedures Manual, which are not specifically provided for in this Agreement or which have not been replaced by provisions of this Agreement, shall remain in effect for the duration of this Agreement, unless mutually agreed otherwise between the Employer and the Union.

ARTICLE 6 UNION BUSINESS

6.1 Members of the bargaining unit selected to serve as authorized representatives of the Union shall be certified in writing to the Employer. Each representative will be expected to perform his duties as a representative of the Union on his own time. It is recognized that there are reasonable limited deviations from this policy. Where activities are necessarily or reasonably to be performed during working hours, may be done without loss of pay to the representative involved, provided the representative obtains the assent of his on duty supervisor whenever possible prior to taking time from duty to engage in Union business. The supervisor's decision whether to permit time for this purpose is final and not subject to any grievance proceeding.

Such time is limited to one employee for no more than 30 minutes on any shift. All Union activity will be reported on an appropriate time reporting form provided by Management.

The Employer recognizes the right of the Union to govern its internal affairs.

ARTICLE 7 BULLETIN BOARDS

7.1 The Employer agrees that the Union shall have adequate space made available in a conspicuous location in the police station for the purpose of posting bargaining agent notices to members of the Bargaining Unit.

ARTICLE 8 EMPLOYEE RIGHTS

8.1 The Employer will provide any affected member of the collective bargaining unit with copies of all personnel orders as soon as the personnel orders are issued. As used in this section, "personnel orders" shall be defined as all written notices of actual disciplinary actions, notices of intent to take disciplinary actions, transfer notices, promotion notices and termination notices.

8.2 Any employee who will be interviewed concerning an act, which, if proven, could reasonably result in disciplinary action against him or her will be afforded the following safeguards:

8.2.1 The employee will be informed prior to the interview if the Employer believes the employee is a suspect in the investigation.

8.2.2 The employee will be informed of the nature of the investigation and allegations and afforded the opportunity to consult with a Union representative prior to an interview. The employee shall be allowed the right to have a Union

representative present during the interview. The opportunity to consult with the Union representative or to have the Union representative present at the interview shall not delay the interview unreasonably except for minor complaints (incidents for which discipline no greater than an oral reprimand may result) which may be handled immediately when a representative is not readily available. However, if in the course of the interview, it appears as if a more serious disciplinary problem has developed, the employee will be allowed a reasonable time to obtain a representative to assist him in the interview.

8.2.3 With the exception of telephone inquiries, interviews shall take place at Employer facilities, or elsewhere if mutually agreed, unless an emergency exists which requires the interview to be conducted elsewhere.

8.2.4 The Employer shall make a reasonable good faith effort to conduct these interviews during the employee's regular working hours, except for emergencies or telephone inquiries.

8.2.5 The employee will be required to answer any questions involving non-criminal matters under investigation and will be afforded all rights and privileges to which he or she is entitled under the laws of the State or the United States.

8.2.6 Interviews shall be done under circumstances devoid of intimidation, abuse, or coercion.

8.2.7 The employee shall be entitled to such reasonable intermissions as he shall request for personal necessities.

8.2.8 All interviews shall be limited in scope to activities, circumstances, events, conduct or act which pertain to the incident which is the subject of the investigation. Nothing in this section shall prohibit the Employer from questioning the employee about information which is developed during the course of the interview.

8.2.9 If the Employer tape records the interview, a copy of the complete interview of the employee, noting all recess periods, shall be furnished, upon request, to the employee. If the interviewed employee is subsequently charged and any part of any recording is transcribed by the Employer, the employee shall be given a complimentary copy thereof.

8.2.10 Interviews and investigations shall be concluded with no unreasonable delay.

8.2.11 The employee shall be advised of the results of the investigation and any future action to be taken on the incident.

8.2.12 When the investigation results in Departmental charges being filed against the employee, the employee, upon request, will be furnished with a copy of the reports of the investigation which will contain all known material facts of the matter, to include any tape recordings, at no cost. The employee will also be furnished with the names of all witnesses and complainants who will appear against him or her and/or whose statements will be used against him or her.

ARTICLE 9 DISCIPLINE AND DISCHARGE

9.1 All discipline will comply with the appropriate provisions of the Brookline Police Department Policies and Procedures Manual, as amended from time to time. Disciplinary action shall be for cause and subject to the grievance procedure.

9.2 Disciplinary action will normally be taken in the following order:

- (1) Verbal warning
- (2) Written warning
- (3) Suspension without pay
- (4) Discharge

However, the above sequence need not be followed if an infraction is sufficiently severe to merit immediate suspension or discharge. Additionally, the Employer reserves the right to take disciplinary action in a manner consistent with the efficiency of operations and appropriate to the infraction involved.

ARTICLE 10 HOURS OF WORK

10.1 The normal workday shall be eight (8) consecutive hours of work and the normal workweek, regardless of shift arrangements, shall be forty (40) hours of work. Employees will have two consecutive days off for each regular 40-hour work period. Normal work shifts will be day, swing, cover, and midnight shift. The monthly schedule will be posted on the first day of the prior month. Except in case of emergency (including sick time), the Employer may only alter an Employee's schedule, once it is established, to ensure minimum shift coverage.

10.2 Officers may swap shifts, with approval from the Department. All swaps must be completed within the same pay period, unless approved by the Department.

**ARTICLE 11
MEAL PERIODS**

11.1 Each employee covered by this agreement will be given 30 minutes for a meal period each eight (8) hour shift worked. This period will be free of duty calls except in cases of emergency or calls for service. When multiple officers are on duty, only one officer at a time shall take 30 minute meal break.

**ARTICLE 12
OVERTIME**

12.1 All non-exempt employees who are paid on an hourly basis will be paid at a rate of one and one half (1 1/2) times their hourly rate of pay for work actually performed in excess of forty (40) hours in a single week. The workweek will begin on Sunday and end on Saturday. The department will arrange work schedules to minimize overtime whenever possible. For purposes of this section personal days, sick days, military leave, jury duty and hours taken from the comp bank shall not count as actual work hours.

12.2 Overtime shall be assigned according to policies adopted by the employer. All overtime must be approved by the Department.

**ARTICLE 13
COURT APPEARANCES AND CALLBACKS**

13.1 When an employee has completed his regularly scheduled shift and is called back to perform work of any nature after his regular shift, he shall receive a guaranteed minimum of two (2) hours pay, unless the individual is called back to rectify the employee's own error.

13.2 If an employee is called in any other time, he shall be guaranteed a minimum of two (2) hours pay.

13.3 When an employee is on Court duty outside his regularly scheduled shift, he shall receive court duty compensation at a guaranteed minimum of four (4) hours. In the event that more hours are required, said employee shall receive pay for hours worked.

**ARTICLE 14
COMPENSATORY TIME OFF**

14.1 An employee may elect to receive compensatory time in place of overtime. The employee must make that election at the time earned. Compensatory time shall be earned and accumulated at the rate of one and one-half hours for each overtime hour worked.

14.2 An employee may only accrue a maximum of 40 hours of compensatory time off. If an employee has already accrued 40 hours of compensatory time off, then the employee may not elect to receive any additional compensatory time off.

14.3 Employees may utilize compensatory time upon approval by their supervisor. The Department will respond to all compensatory time off requests according to the procedures outlined in Article 18A.

**ARTICLE 15
CLOTHING AND EQUIPMENT**

15.1 Each full-time employee shall receive a uniform allowance of \$750 per year, and each part-time employee shall receive a uniform allowance of \$450 per year. This uniform allowance may be used for cleaning expenses. These allowances represent the minimum allowance for each year of the Agreement. The allowance may increase in any year of the Agreement, for that year only, based on the approved department budget for that allowance.

**ARTICLE 16
VACATIONS**

16.1 All full time employees are entitled to paid vacations during the year, the duration of which is based upon the employee's date of employment. An employee starting employment during the period of January 1 to August 31 may accrue vacation time at the rate of one day per month of employment. There will be no accrual of vacation for employees terminating before ninety (90) days of employment. Vacations must be taken before December 31st of the year in which vacation is earned. If however due to extenuating circumstances, all vacation time cannot be taken during the year it is earned, the employee may apply to the Board of Selectmen to carry that unused vacation into the following year.

Employees having completed ten (10) months of service in one year will be eligible for ten (10) days of vacation. Employees who have completed three (3) years of service will be eligible for twelve (12) days of vacation. Employees having completed five (5) years of service will be eligible for fifteen (15) days of vacation. Employees who have completed six (6) years of service will be eligible for seventeen (17) days of vacation. Employees who have completed eight (8)

years of service will be eligible for nineteen (19) days of vacation. Employees having completed ten (10) years of service will be eligible for twenty (20) days of vacation.

The vacation schedule will be determined by the Department. The Department will respond to all vacation time off requests according to the procedures outlined in Article 18A. No salaries will be paid for vacations not taken. A paid holiday falling within a vacation is not counted as a vacation day. There will be no accrual of vacation time from one year to another except as mentioned above without the express written permission of the Board of Selectmen.

DATE OF HIRE	VACATION DUE CURRENT YEAR*
February 29	10 days
March 1	9 days
April 1	8 days
May 1	7 days
June 1	6 days
July 1	5 days
August 1	4 days

*Due only after three months of employment.

16.2 When a unit employee is temporarily recalled to duty from out-of-state while on an authorized vacation by order of the Chief of Police, he shall be reimbursed for necessary and provable expenses as determined by the Police Chief.

16.3 In the event that an employee is required by subpoena or specifically assigned by supervisory or command personnel to appear to testify in court during an authorized vacation period, he shall be paid a minimum equivalent of eight (8) hours at his straight time hourly rate, depending on his regular work hours, for every day that an appearance is required and shall have the vacation days restored which are lost due to said appearance.

ARTICLE 17 HOLIDAYS

17.1 The following holidays are observed by the Town of Brookline:

New Years Day, January 1st
Martin Luther King Day, third Monday in January
Presidents Day, usually the third Monday in February
Memorial Day, last Monday in May
Independence Day, July 4th
Labor Day, first Monday in September
Columbus Day, second Monday in October
Veterans Day, November 11th
Thanksgiving Day, last Thursday in November
Day after Thanksgiving
Christmas Day, December 25th

Full time employees who do not work on holidays will be paid for the holidays at the regular straight time rate. Employees who work on holidays will be paid for the holidays at the straight rate, and, in addition, will be paid time and ½ for the actual hours worked on these days.

Full time and part time employees become eligible for paid holiday benefits after being employed for a period of ninety (90) consecutive days from their date of hire or date of promotion to eligible status.

ARTICLE 18 PERSONAL LEAVE

18.1 In addition to the official holidays recognized by the Town each year, each full time employee is entitled to two (2) personal days which may be taken at any time during the year at a time pre-approved by the Department. The Department will attempt to accommodate all requests for Personal Leave. However, the Chief of Police will have the final decision on all requests. Personal days may be taken in hourly increments at the discretion of the Department.

18.2 The Department will respond to all personal time off requests according to the procedures outlined in Article 18A.

**ARTICLE 18A
TIME OFF REQUESTS**

18A.1 The department will respond to all time off requests (compensatory, personal or vacation time) within 10 calendar days of the date of receipt.

18A.2 Requests made less than ten (10) calendar days in advance of the first day of a requested vacation shall be granted if an officer finds his own coverage that will not be paid at an overtime rate unless otherwise approved by the employer.

18A.3 Employer may fill shifts left open by officers' use of vacation, compensatory, sick, or personal time, at their sole discretion.

18A.4 Time off requests may not be made more than one calendar year in advance of the first day of such time off unless otherwise approved by the employer.

**ARTICLE 19
SICK LEAVE**

19.1 All full time employees shall be allowed ten (10) sick days in each calendar year. Sick days will be computed by the number of hours worked by the employee in an average work day. An employee is eligible for sick days after employment of sixty (60) calendar days.

An employee starting employment after January 1 will have sick time pro-rated based on the number of months remaining in the calendar year as per the following schedule:

<u>Date of hire</u>	<u>sick days pro-rated*</u>
February 29	10 days
March 1	9 days
April 1	8 days
May 1	7 days
June 1	6 days
July 1	5 days
August 1	4 days
September 1	3 days
October 1	2 days
November 1	1 day

*to be taken only after 60 calendar days of employment

Whenever an employee is without enough sick leave to cover an absence, vacation time will be deducted, then leave without pay will be charged. At no

point may an employee have accrued more than ten (10) sick days. In order to receive pay for sick days, an employee must notify the Chief of Police, or his/her designee, prior to the normal start of the employee's work day, unless unable to do so. The Employer reserves the right to require a doctor's statement for three or more consecutive sick days taken, or in cases involving chronic health conditions with less than three consecutive days of absence. Provided, however, that if the Employer believes that the Employee may be abusing the sick leave privilege, the Employer may require a doctor's statement at any time. Employees will not be paid for sick days involving work-related injuries or disabilities covered by Workers' Compensation.

Any unused sick days will be paid to the employee at the rate of 100% of the employee's normal rate of pay. This unused sick time will be paid out at the last Board of Selectmen's meeting where the pay can be charged to the year in which it was earned.

ARTICLE 20 BEREAVEMENT LEAVE

20.1 In the event of death in his immediate family, an Employee shall be granted emergency leave, with pay, not to exceed five (5) days per occurrence without loss of annual or sick leave. This provision shall apply only once to the relatives identified below.

20.2 For the purpose of this section, immediately family shall be considered normally to include husband, wife, mother, father, mother-in-law, father-in-law, son, daughter, brother, sister, grandparents, guardian and immediate step relatives.

20.3 At the discretion of the Chief of Police an employee may take personal, vacation or compensatory time for bereavement leave for any other person.

**ARTICLE 21
RATE OF PAY**

21.1 All new hires are probationary employees for the first 12 months. Probationary employees will be paid at a rate determined by the Employer. Upon completion of the 12 month probationary period the Employer shall pay Patrol officers at the following rates:

Job Classification	2008	2009	2010	2011
Full Time Uncertified	\$20.50	\$20.50	\$20.50	\$20.50
Full Time Certified	\$22.00	\$22.75	\$23.50	\$24.25
Part Time Uncertified	\$16.75	\$16.75	\$16.75	\$16.75
Part Time Certified	\$17.10	\$17.50	\$17.95	\$18.40

Each member shall commence that rate of pay on the later date of January 1st or after completion of the probationary period.

21.2 Employees shall become eligible for the rank of Master Patrolman after 5 years of continuous full time or part time service as a certified police officer and upon completion of the probationary period. The Chief of Police will establish a job description designating the required proficiencies for a Master Patrolman and the responsibility to maintain those proficiencies. The Chief of Police will designate a standard job proficiency examination, which the employee must pass in order to obtain the rank of Master Patrolman. Upon certification as a Master Patrolman, the Employee shall be paid at the rate of 5% over current rate.

21.3 The private detail rate Patrol officers receive will be \$38/hour with a 4-hour minimum, and shall apply to all private detail work. Patrol officers shall be paid a 4-hour minimum when private details are cancelled less than 2 hours prior to the requested time and date of the private detail, by the business or entity that initially requested the private detail. Beginning January 1, 2010 the private detail rate will increase to \$40/hour.

21.3.1 Outside details shall be offered to available full-time qualified sworn personnel of the Brookline Police department on a rotating basis, based on seniority, before such duty is offered to other full time and part time qualified sworn personnel of the Brookline Police Department. If no full time or part time employee of the Brookline Police department has accepted the duty three (3) full days prior to the day of the detail, the duty may be offered to other personnel.

**ARTICLE 22
HEALTH, DENTAL, DISABILITY AND LIFE INSURANCE**

22.1 Health Insurance.

Each full time employee shall be entitled to single, two or multi-person coverage as appropriate to his/her family status, hospitalization and medical insurance on a group policy. The coverage and type of policy shall be as approved by the Selectmen. The Town will pay the full cost of the lowest price plan available to employees and will pay the same dollar amount to any other offered plan. Any replacement health insurance plan that is adopted shall have comparable levels of coverage and benefits, if available, as the plan in place in the year 2007.

An employee hired full time before October 1, 2004 may choose to drop medical coverage with the Town. In this circumstance, the employee will receive an additional taxable payment in each pay period, the amount of which shall be as approved by the Selectmen. In the event that an employee and the employee's spouse are both town employees eligible for coverage, neither will be eligible for the additional taxable payment unless both choose not to be covered and then only one will receive this payment.

22.2 Dental Insurance.

Each full time employee shall be entitled to single, two or multi-person coverage as appropriate to his/her family status. The Town shall contribute an amount equal to the single person rate for all eligible employees who elect to join. The coverage and type of policy shall be as approved by the Selectmen.

22.3 Short Term Disability Insurance

Each full time employee shall be entitled to Group Short Term Disability insurance entirely paid for by the Employer. The coverage shall be as approved by the Selectmen.

22.4 Long Term Disability Insurance

Each full time employee shall be entitled to Group Long Term Disability insurance entirely paid for by the Employer. The coverage shall be as approved by the Selectmen.

22.5 Disability Supplement

An employee may use sick days, vacation days, compensatory time and personal days to supplement short term or long term disability benefits. The total

supplement is intended to provide the employee with a compensation that is no greater than the employee's normal salary based on a regular pay period.

22.6 Life Insurance

Each full time employee shall be entitled to Group Life Insurance in the amount of \$50,000 per employee. Said amount of insurance will be paid entirely by the Employer. The coverage shall be approved by the Selectmen.

ARTICLE 22A MATERNITY LEAVE

As outlined in Article 5 of this Agreement, Maternity Leave is available to Union members as outlined in the Town Personnel Plan. This Article does not modify, diminish or extend the intent or meaning of Article 5.

ARTICLE 23 PERSONNEL FILES

23.1 Each employee shall, during normal business hours, have the right of access to his/her own personnel file.

23.2 The contents of personnel records shall be made available to the employee for inspection and review at any reasonable time during the regular business hours of Employer. Upon request, an employee shall be provided one copy of any document placed in the employee's file.

23.3. An employee shall have the right to inspect and review any official record relating to his performance as an employee which is kept or maintained by the Employer. The Employer shall provide an opportunity for the employee to respond in writing to any information with which he disagrees. Such response shall become a permanent part of the employee's personnel record. The employee shall be responsible for providing the written responses to be included as part of the employee's permanent record.

23.4 Employees shall be simultaneously notified in writing when anything other than of a routine nature is placed in their personnel files. In this same regard, a copy of any disciplinary action or material related to job performance which is placed in an employee's personnel files shall be made available to the officer prior to or at the same time that it is placed in the personnel files.

23.5 Retention and purging of personnel files will occur according to the provisions of the Brookline Police Department Policies and Procedures Manual.

ARTICLE 24 GRIEVANCE PROCEDURE

24.1 For the purpose of this Agreement, the term "grievance" means any dispute between the Employer and the Union concerning an alleged breach or violation of this Agreement.

24.2 All grievances are governed with the appropriate provisions of the Brookline Police Department Policies and Procedures Manual, as amended from time to time, except as modified by this Article.

24.3 A grievance shall be presented to the Chief of Police within twenty (20) days of its alleged occurrence. The grievance shall be reduced to written form stating the section of the Agreement violated and explaining the grievance and remedy sought. The employee shall present the written grievance to the Chief of Police who shall make a decision on the matter in writing within ten (10) days.

24.4 If dissatisfied with the resolution by the Chief of Police, the employee may appeal to the Board of Selectmen in writing within ten (10) days of the Chief's decision. The Board of Selectmen shall render its decision within thirty (30) days of the receipt of the written grievance.

24.5 If dissatisfied with the resolution by the Board of Selectmen, either the grievant or the Chief of Police may request arbitration by filing a written request for appointment of an arbitrator with the Federal Mediation and Conciliation Service or, if that service is not available, with the New Hampshire Public Employee Labor Relations Board ("PELRB") within thirty (30) days of the decision by the Board of Selectmen.

24.6 The arbitrator shall consider only the specific issues presented and shall have no power to add to, subtract from, or modify in any way the terms of this Agreement. The Employer and the Union will share equally in the cost of the arbitrator. Each party shall pay the cost of its witnesses, legal fees, and representatives.

24.7 In the event that the Employer fails to answer a grievance within the time required at any step of the grievance procedure, or if the Union fails to appeal the answer given to the next step of the grievance procedure within the time allowed, then the grievance will be considered settled against the side which has defaulted. However, any of the time limits in the grievance procedure may be extended by mutual agreement.

**ARTICLE 25
TUITION REIMBURSEMENT**

The following education reimbursement policy will apply to members of the bargaining unit after one (1) year of service. The Town agrees to provide reimbursement for the cost of courses if all of the following are met:

1. Reimbursement does not exceed one thousand dollars (\$1,000.00) per calendar year for any employee, and subject to the limits contained in this article.
2. Courses are related to the employee's job or are part of a career development program which are approved in advance by the Chief of Police. All courses required for completion of a degree related to the employee's job shall be considered eligible. Any other classes/coursework shall be viewed in the broadest possible way.
3. Successful completion of course work with a "C" or the numerical equivalent grade or better and satisfactory proof of attainment. In the event the class is on a pass/fail basis, a pass shall be considered successful completion.
4. Courses and course work will not interfere with the authority of the Department to schedule Employees to work. In the event of a conflict, the decision of the Chief of Police shall be final.

Funds shall be allocated on a first come, first served basis. The Town shall budget two thousand dollars (\$2,000.00) each year. Unexpended funds shall not be carried over into the next budget year.

**ARTICLE 25A
EDUCATION INCENTIVE**

Full time employees shall receive the following additional annual payment based upon the highest educational degree earned.

Associates	\$500.00
Bachelors or higher	\$1,000.00

Employees shall receive the payment divided into equal installments in each pay period.

**ARTICLE 26
TRAVEL EXPENSES**

26.1 Necessary and actual expenses incurred by an employee while attending to business of the Employer may be reimbursed with the approval and authorization of the Chief of Police.

26.2 An employee who is authorized to use a personal motor vehicle for travel required in the performance of Town work shall be reimbursed at the current rate established by the Internal Revenue Service.

**ARTICLE 27
EXPENDITURE OF PUBLIC FUNDS**

Any agreement reached which requires the expenditure of public funds for its' implementation shall not be binding upon the employer, unless and until the necessary specific appropriations have been made by the Town of Brookline Town Meeting at each of its appropriate annual meetings during the term of this agreement. The Employer shall make a good-faith effort to secure the funds necessary to implement said agreement at each of the appropriate annual meetings. If such funds are not forthcoming, the employer and the union shall resume negotiations regarding the matters affected.

**ARTICLE 28
SAVINGS CLAUSE**

27.1 It is understood and agreed that all provisions of this Agreement are subject to applicable laws, and if any provision of any Article of this Agreement is held or found to be in conflict therewith, said Article shall be void and shall not bind either of the parties hereto. However, such invalidity shall not affect the remaining Articles of this Agreement. In the event that any provision shall be held unlawful and unenforceable by any court of competent jurisdiction, the parties agree to meet forthwith for the purpose of renegotiating such provision in an attempt to reach a valid agreement.

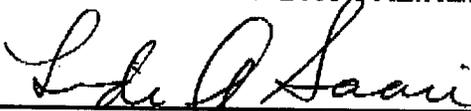
**ARTICLE 29
DURATION**

28.1 The term of this Agreement shall commence on January 1, 2008 and shall continue in full force and effect until December 31, 2011.

28.2 All payment due before approval of this contract will be paid on the first possible payroll warrant after town meeting.

Executed this 17th day of March, 2008

FOR THE TOWN OF BROOKLINE:



Linda A. Saari, Chair, Board of Selectmen



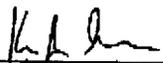
Clarence L. Farwell, Selectman



James McElroy, Selectman



William Owens, Selectman

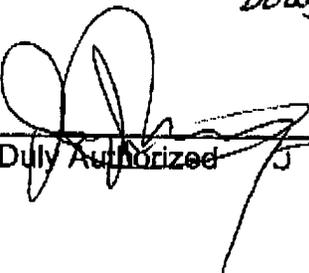


Kevin Gorgoglione, Selectman

FOR Local 3657 of the American Federation of State, County, and Municipal Employees, AFL - CIO



Duly Authorized Douglas Barnett



Duly Authorized Joseph MacCarone

Written Directives

ADM-1-08

Brookline Police Department

Filling Shifts for Sick time call outs

Policy Number: ADM-1-08

Effective Date: January 19, 2008

Policy: The Chief of Police, or in his absence the Sergeant, will adhere to the following directive in filling sick time call outs. Every effort will be made not to disrupt an officer on days off, or modify established shifts unless it is necessary to fill vacant patrol shifts due to sick time call outs.

Procedures:

1. When an officer scheduled to work a designated patrol shift calls in sick the following procedures will take place in filling that sick shift.
 - A. The Officer calling out sick shall contact his immediate supervisor to inform him of the nature of illness in a timely manner. If you cannot contact your immediate supervisor you shall contact the Chief of Police to inform him of your call out.
 - B. The Chief of Police or his designee will be responsible for filling the shift in the following order time permitting.
 1. Page part time officer's to see if they can cover the vacant shift.
 2. If there is a cover shift officer scheduled determine if coverage is needed for overlapping shifts. Example 10AM to 6PM and 6PM to 2AM.
 3. If the on duty officer wants to cover the shift he or she will be afforded the opportunity.
 4. If another officer's schedule is going to be modified to provide coverage for the vacant shift, he or she will be compensated with comp-time first, if the comp-bank is full, then the hours affected will be paid out in overtime.
 5. Lastly a rotation list will be maintained for sick time call outs, if the shift cannot be filled voluntarily and an Officer is ordered in to fill the shift, that Officer will be paid overtime.
 - C. All officer's shall carry their assigned pager's at all times and respond to all pages in a timely manner.



Thomas J. Goulden
Chief of Police

Date

