



THE COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF LABOR RELATIONS
19 STANIFORD STREET, 1ST FLOOR
BOSTON, MASSACHUSETTS 02114
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PHILIP T. ROBERTS
DIRECTOR

JOINT LABOR-MANAGEMENT
COMMITTEE FOR
MUNICIPAL POLICE AND FIRE
JOHN W. HANSON
CHAIR

MEETING MINUTES
November 1, 2018

DATE: November 1, 2018
TIME: 10:00 AM
LOCATION: Offices of the Joint Labor-Management Committee,
19 Staniford St., 1st Floor, Boston, MA 02114-2502

PANEL MEMBERS PRESENT: JLMC Member for Management, Andrew Flanagan, JLMC Member for Labor, Lawrence Calderone

STAFF PRESENT: Donald Cummings, Daniel Morgado

ATTORNEYS/REPRESENTATIVES: Elizabeth Valerio (Attorney for Town of Brookline), Alan McDonald (Attorney for the Brookline Police Union)

The panel never was called to order since Chairman Hanson was ill and could not attend. The parties decided to engaged in a Committee level mediation session process.

The Union provided a written counter offer to the Town at 10:20 AM.

The Town responded with its own counter at 11:25 AM.

No agreement was reached and a new 3(a) hearing date will be scheduled for the formal 3(a) hearing to resume.

Session ended at 12:15 PM

Minutes Prepared by Daniel Morgado, Senior Staff Representative.



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NOTICE OF MEETING

Pursuant to M.G.L. c. 30A § 20(c), and the Open Meeting Law Regulations, 940 CMR 29.03 (6), the Joint Labor-Management Committee for Municipal Police and Fire hereby gives notice that a 3-member "3(a) Panel" of the Committee will meet on:

DATE: November 1, 2018
TIME: 10:00 a.m.
LOCATION: Department of Labor Relations
Offices of Joint Labor-Management Committee
for Municipal Police and Fire
19 Staniford Street – 1st Floor
Boston, MA 02114

The Chair reasonably expects that the 3(a) Panel will address the following topics:

1. On the matter of the Brookline Police Union and the Town of Brookline (JLM-17-6139) - A hearing pursuant to Section 1, subsection 3(a) of Chapter 589 of the Acts of 1987.

It is anticipated that an Executive Session will be proposed pursuant to M.G.L. c. 30A, s. 21(9.) in order to meet or confer with a mediator.

2. Any other business that may legally come before the panel.
3. Adjournment.

Off Record 11/1/18

10:20 AM

Duration: Accept City proposal for three-year agreement but with evergreen language as per Union 3A Submission.

ATBs: 3.5¹, 2.0, 2.0

GPS: Accept inclusion of GPS in CBA as per attached language in return for Quinn level payments for all officers regardless of hire date as per Union 3A Submission.

Other: Agree to City proposals as amended for nametags; seatbelts for SUV's with no prejudice for IOD if not worn; FTO language; and sick certificates in return for Newton reciprocity as per Union 3A Submission.

¹ Includes 1.5% CIT differential.

GPS

Beginning January 1, 2019, the Police Department may install and activate a Global Positioning System (system) in departmental vehicles. Such system may be used for the deployment of personnel, the safety of the public and officers, and for gathering statistical data regarding the efficiency of its vehicles. The system may not be used to monitor or track officers on either a random or scheduled basis. However, where the Department has received a credible complaint or other objective evidence that misconduct by an officer has allegedly occurred, it may review relevant system data to aid in its investigation of the allegation. System data may also be used by officers when preparing for testimony or other reasonable purposes incidental to the performance of his/her duties.

Off-The-Record Package Proposal for Mediation Purposes

MEMORANDUM OF AGREEMENT

BETWEEN

THE TOWN OF BROOKLINE

AND

THE BROOKLINE POLICE UNION

November 1, 2018

The Town of Brookline (“Town”) and the Brookline Police Union (“Union”) collectively referred to as the “Parties”, agree to extend their July 1, 2014-June 30, 2016 through June 30, 2019 with the following changes:

1. Article XLII: Duration

July 1, 2016 – June 30, 2019

2. Article XVI

A. Article XVI: Wages

Increase the wages in the Pay schedule in Article XVI (Wages) as follows:

Effective July 1, 2016	2.0%
Effective July 1, 2017	2.0%
Effective July 1, 2018	2.0%

B. Crisis Intervention Training (CIT) Certification

(i) Effective July 1, 2016, the CIT stipend shall be 1.5% of the officer’s base salary and incorporated into the base salary.

(ii) Insert the following new section at the end of Article XVI as follows:

Crisis Intervention Training

The parties recognize the importance of providing training and techniques for officers to de-escalate situations, assist individuals with mental illness, assist individuals with substance use disorders, appropriately interact with individuals with autism, assess risk and promote prevention of suicide, identify specific issues among the veterans’ population and appropriately interact with veterans, develop cultural competencies, and identify cultural responses to police interactions and to react appropriately. Employees shall complete the program on crisis intervention training. Effective July 1, ~~2018~~, the stipend for crisis intervention training shall be rolled into the base. ²⁰¹⁶

3. GPS

GPS is an effective tool in providing officer safety, public safety, operational efficiency, and in investigations. The Union acknowledges and agrees that the Town has satisfied its bargaining obligations with respect to the use of GPS in current and future equipment, vehicles, and technology. The parties agree that such GPS is and will continue to be used for officer safety, efficiency, police operations, incident response, dispatching, complaints, investigations, plan development and strategy, and deployment of personnel. With the exception of employees on Early Intervention Plans (“EIP”) and employees who have been previously counseled and/or disciplined about performance, the parties agree that the Town will not use GPS for the purpose of active monitoring of employee performance. When an employee is the subject of a complaint or internal investigation, prior to being ordered to write a report and/or respond to questions in an internal investigation regarding the employee’s conduct, the employee shall have the opportunity to review the GPS data that the Town has utilized in such complaint/investigation.

4. Article XVII: Uniforms

Add the following new section d) to Article XVII as follows:

d) Name Tags

The Union agrees that the Town has satisfied its bargaining obligations with respect to the requirement that police officers wear name tags issued by the Department on the exterior of their uniforms and visible to the public.

5. Pay

Effective not earlier than the first pay period in July 2018, all employees shall receive their pay on a bi-weekly basis and the Town may provide employees with electronic pay advisories in lieu of paper paystubs. The Town shall provide the Union and employees with no less than ninety (90) calendar days’ prior notice of the change to bi-weekly pay. Effective no earlier than the first pay period in July 2018, the Town may change payday from Thursday to Friday.

6. Article VI (Sick in Family Certificates)

Add the following to paragraph 8 of Article VI:

The Chief may require employees to provide doctor’s certificates when requesting sick leave under Paragraph 8 of Article VI if such employee is being required to provide doctor’s certificates for his/her own sick leave. Such certificates shall include the name of the individual in the employee’s immediate family/household who is seriously ill, the address of such individual, the date that the employee was needed to care for such seriously ill individual, and a statement by the doctor that such individual has/had a serious illness on the date that the employee was needed to care for him/her and to the extent possible, the anticipated duration of such serious illness. If the individual does not reside in the employee’s household, the employee shall provide a statement as to the relationship between such individual and the employee.

7. Article XXXI: Police Cruisers

Amend Article XXXI by (i) labeling the current section on “Police Cruisers” as Section “A” and adding the following new section “B”:

B. Seatbelts

Every employee shall use a seat belt whenever he/she is on duty and operating or riding as a passenger in a Town of Brookline SUV, Crossover, or a Police Interceptor Utility or similar vehicle. Failure to wear a seatbelt will not impact eligibility for IOD.

8. Field Training Program

The Town has satisfied its bargaining obligations associated with the implementation of a Field Training Officer Program which includes the establishment of a Field Training Officer (FTO) Assignment. Effective with the first Monday after this Agreement becomes effective, each patrol officer assigned as a FTO shall receive the following for each day such patrol officer actually works as a FTO a stipend equivalent to two (2) hours pay at straight time per shift for the FTO or two (2) hours of contractual compensatory (straight) time per shift for the FTO.

9. Newton Details

The Town will negotiate with the Town of Newton for a reciprocal agreement for private details that permits Newton Officers to work private details in Brookline provided such officers comply with the rules and regulations and policies and procedures of the Brookline Police Department and provided that on or after June 30, 2019 Deputy Superintendents in the Town of Brookline shall be offered detail opportunities in the Town of Brookline after detail opportunities have been offered to Brookline police officers and before the details are offered to Newton police officers.

10. Article XV Paid Detail Rate

Effective starting the first Monday 30 days after this Agreement becomes effective, replace the following sentences:

“The detail rate will be in accordance with the schedule of rates authorized by the Board of Selectmen as currently in force and effect or as may be modified by them in the future; provided, however, that whenever there are three or more officers but less than eight officers assigned on a detail on a single job site, there shall be a sergeant in charge of such detail, and the sergeant will be paid at the sergeant’s rate of pay to supervise such detail. Where there are eight or more men, there will be a requirement for either two sergeants or a sergeant and a lieutenant who will be paid at their respective rates.”

with the following:

“The detail rate will be \$50.00 per hour for officers. When there are three or more officers, but less than eight officers assigned on a detail on a single job site, there shall be a sergeant in charge of such detail, and the sergeant will be paid at the sergeant’s rate of \$55/hour to supervise such detail. Where there are eight or more officers, there will be a requirement for either two sergeants or one sergeant and one lieutenant (the lieutenant is paid at the rate of \$60/hour).”

11. Housekeeping (lag time language)

Revise lag time language to address pension issue as discussed between the parties, retro to July 1, 2016.

This Memorandum of Agreement is subject to Union ratification, approval by the Select Board, and funding of the cost items at the regularly scheduled fall Town meeting.

Agreed to on this 1st day of November 2018 by the negotiating teams for:

Town of Brookline

Brookline Police Union

Melvin Kleckner, Town Administrator

David Hill, President

Chief Andrew Lipson

John (Patrick) Sullivan

Superintendent Mark Morgan

John Canney

Marjie Lalli, Labor Relations Specialist

