

**DEDHAM
FINANCE AND WARRANT COMMITTEE**



**SUPPLEMENTAL
REPORT & RECOMMENDATIONS FOR THE
FALL ANNUAL TOWN MEETING
MONDAY, NOVEMBER 26, 2018 AT 7:00 P.M.**

DEDHAM HIGH SCHOOL AUDITORIUM

3. PERSONNEL BY-LAW CHANGES AND COLLECTIVE BARGAINING AGREEMENTS

ARTICLE THREE: *By the Board of Selectmen:* To see if the Town will vote to adopt changes in Schedule A (Classification Schedule), or Schedule B (Compensation Schedule), or Schedule C (Fringe Benefits) of the Personnel Wage and Salary Administration Plan; to act upon the recommendations of the Town Manager as to actions he deems advisable and necessary in order to maintain a fair and equitable pay level and compensation policy; to implement potential collective bargaining agreements listed below, the funding for which is included in a salary reserve budget line under Article Three of the May 21, 2018 Annual Town Meeting, and, as may be necessary, to authorize the Finance Director to appropriately allocate such amounts:

1. AFSCME, Local #362 (Library Staff Unit)
2. Dedham Police Patrolman's Association, Massachusetts Coalition of Police, Local #448, AFL-CIO
3. Dedham Police Association (Lieutenants & Sergeants)
4. Dedham Firefighter's Association, Local 1735
5. AFSCME, Local #362 (DPW- Unit A)
6. AFSCME, Local #362 (DPW-Unit B)
7. AFSCME, Local #362 (Town Hall)
8. AFSCME, Local #362 (Parks)
9. AFSCME, Local #362 (Civilian Dispatchers)

or take any other action relative thereto. *Referred to Finance and Warrant Committee for study and report.*

RECOMMENDATION OF THE FINANCE AND WARRANT COMMITTEE: Voted 7-1 that the Town approve agreements with Dedham Police Association (Lieutenants & Sergeants) for Fiscal Year 2018; with AFSCME Council 93 Local 362 Dedham Park and Recreation for Fiscal Years 2019, 2020 and 2021; with Dedham Firefighters' Association Local 1735 I.A.F.F. for Fiscal Years 2019 and 2020; and adopt changes in Schedules A (Classification Schedule), B (Compensation Schedule) and C (Fringe Benefits) of the Personnel Wage and Salary Administration Plan for Fiscal Year 2019, and that amounts to fund such agreements be transferred from the Bargaining Reserve account appropriated at the May 21, 2018 Annual Town Meeting, and that the Director

of Finance be authorized to apportion the same among the appropriate line items for such purposes.

Article 3 provides for the salaries and benefits of all Town employees and necessary expenditures to provide Town services.

5. APPROPRIATION FOR PURCHASE & DEMOLITION OF 10 BRYANT STREET

ARTICLE FIVE: *By the Town Manager.* To see if the Town will vote to authorize the Board of Selectmen to acquire by gift, purchase or eminent domain all or a portion of the land and improvements thereon located at 10 Bryant Street, and shown as Lot 108 on Assessors' Map 82 [and described in the deed recorded with the Norfolk County Registry of Deeds in Book 35884, Page 186] , for general municipal [and parking lot] purposes, and further to see what sum of money the Town will vote to raise and appropriate, transfer from available funds or borrow for such acquisition and for improvement, renovation, demolition, and site preparation of said real property, and to authorize the Board of Selectmen to apply for, accept, and expend any grants or loans in connection herewith, to enter into all agreements, execute any and all documents, and take all action necessary to carry out the vote taken hereunder, or take any other action relative thereto. *Referred to Finance and Warrant Committee for study and report.*

RECOMMENDATION OF THE FINANCE AND WARRANT COMMITTEE: That it be indefinitely postponed.

Article 5 would authorize the acquisition of the property known as 10 Bryant Street to provide additional parking adjacent to the Municipal Campus site.

8. APPROPRIATION FOR SCHOOL CIRCULATION STUDY

ARTICLE EIGHT: *By the School Committee.* To see what sum of money the Town will vote to raise and appropriate, transfer from available funds or borrow for purposes of funding of a circulation study to be undertaken under the direction of the School Committee, of the access road through the High School and Avery Elementary School, and public byways within and surrounding the area of the High School, Middle School and Avery Elementary School campus, including Whiting Avenue from the intersection of East Street

and Eastern Avenue to the intersection of Walnut Street, East Street from the intersection of High Street to the intersection of Walnut Street, High Street from the intersection of East Street to the intersection of Bussey and Milton Streets, Walnut Street from the intersection of Milton Street to the intersection of East Street, Eastern Avenue from the intersection of East Street to the intersection of the driveway servicing BJ's, Best Buy and Papa Gino's plaza, and Mount Vernon Street from the intersection of High Street to the intersection of Walnut Street, and other roadways as deemed necessary, such study to address school hours and non-school hours during the school year and the summer months, and include recommendations for potential mitigation within the three-school campus as well as surrounding neighborhoods, or take any other action relative thereto. *Referred to Finance and Warrant Committee for study and report.*

RECOMMENDATION OF THE FINANCE AND WARRANT COMMITTEE: That the Town appropriate the sum of \$90,000 from Free Cash to fund a circulation study to be undertaken under the direction of the School Committee, of the access road through the High School and Avery Elementary School, and public byways within and surrounding the area of the High School, Middle School and Avery Elementary School campus, including Whiting Avenue from the intersection of East Street and Eastern Avenue to the intersection of Walnut Street, East Street from the intersection of High Street to the intersection of Walnut Street, High Street from the intersection of East Street to the intersection of Bussey and Milton Streets, Walnut Street from the intersection of Milton Street to the intersection of East Street, Eastern Avenue from the intersection of East Street to the intersection of the driveway servicing BJ's, Best Buy and Papa Gino's plaza, and Mount Vernon Street from the intersection of High Street to the intersection of Walnut Street, and other roadways as deemed necessary, such study to address school hours and non-school hours during the school year and the summer months, and include recommendations for potential mitigation within the three-school campus as well as surrounding neighborhoods.

Article 8 would appropriate funds for a circulation study under the direction of the School Committee, to include the locations listed in the article above.
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**MEMORANDUM OF AGREEMENT
BETWEEN THE
TOWN OF DEDHAM
AND THE
DEDHAM FIREFIGHTERS' ASSOCIATION,
LOCAL 1735, I.A.F.F.**

Oct 23, 2018

NOW COMES the Town of Dedham ("the Town") acting by and through its Board of Selectmen ("the Board") and the Dedham Firefighters' Association, Local 1735, I.A.F.F. ("the Union") and for good and valuable consideration hereby agree as follows:

WHEREAS, the Town and the Union are parties to a Collective Bargaining Agreement that expired on June 30, 2018 ("the Previous Agreement");

WHEREAS, the Town and the Union are desirous of entering into a successor agreement to the Previous Agreement based on the Previous Agreement as modified herein;

NOW, THEREFORE, it is agreed as follows:

1. Article XX, Wages: A new salary schedule shall be prepared and inserted into the Successor Agreement reflecting an increase in wages of 2% effective July 1, 2018 and 2% effective July 1, 2019.

Section 1: Remove Minimum Step Rate for Deputy Chief. Insert Captain salary rates.

Section 2: Remove existing language and insert "A 24% differential will be maintained between the applicable step rate of a Firefighter and the applicable step rate of a Lieutenant, and a 12% differential will be maintained between the applicable step rate of a Lieutenant and the applicable step rate of a Captain, and

a 12% differential will be maintained between the applicable step rate of a Captain and the applicable step rate of a Deputy Chief.”

Section 4: Change 2013 to 2019, drop 2014 and change 2015 to 2020.

2. Article XXVII, Duration of Agreement: This Agreement shall be modified to reflect a July 1, 2018 start date and a June 30, 2020 end date, with the deadlines/start dates for giving notice of the desire to negotiate a new agreement changed to April 15, 2020 and November 1, 2019, respectively.

3. Article V, Dues and Deductions:

Section 2: Remove section due to change in law.

4. Article VI, Work Week:

Section 1: Remove Lieutenant and insert Captain

Section 2: Remove (4 days at 10 hours per day) and insert “which shall be defined as five (5) eight (8) hour days or four (4) ten (10) hour days, excluding Saturday and Sunday. All work days shall commence no earlier than 6:00 am and conclude no earlier than 3:00 pm. Once agreed upon, the five (5) day work week or the four (4) day work week, will remain in place until otherwise approved by the Chief of Department”.

5. Article VIII, Overtime:

Section 4: Insert after “following rate:” Minimum of four (4) hours at a rate of \$46.00 per hour for all regular details, with a minimum of four (4) hours at a rate of \$46.00 per hour.

Additionally, the fire fighter shall be paid for the additional time worked beyond the initial four hours in a four-hour block for a total of eight hours for that detail. After working the

initial eight hours of the detail, all additional time worked on that detail shall be compensated in minimum two-hour block(s), and paid at time and one-half the detail rate.

Insert Section 5: Any member belonging to a regional area emergency response team shall be paid a minimum of four (4) hours overtime when requested to respond to an incident while off duty.

6. Article X. Vacation and Personal Leave:

Section 1: Add the following after "...up to an annual maximum of five (5) vacation shifts," as longevity shifts.

Section 5: Insert "No vacation will be taken in less than four (4) hour increments.

7. Article XI. Manpower Shortage:

Change Title to Staffing Levels

Change all occurrences of "manned" to "staffed."

Section 1 (a): Remove "Engine Companies: 3 firefighters or 1 officer and 2 firefighters" and insert "Engine Companies: 3 firefighters or 1 company officer and 2 firefighters".

Remove "Ladder Companies: 2 firefighters or 1 officer and 1 firefighter" and insert "Ladder Companies: 3 firefighters or 1 company officer and 2 firefighters".

Section 1 (c): Remove "two" and insert "three (3)".

Section 1 (e): Remove "one officer" and insert "one company officer".

8. Article XIII. Regulation Uniforms and Protective Clothing and Equipment:

Section 1 (a): Insert "Annual". Remove "five hundred (\$500)" and insert "nine hundred seventy-five (\$975)". Remove "five hundred seventy-five (\$575)" and insert "one thousand one hundred twenty-five (\$1,125)".

Section 1 (b): Remove "Lieutenant or Deputy Chief" and insert "Lieutenant, Captain or Deputy Chief". Remove "one hundred dollars (\$100) for Lieutenants and two hundred dollars (\$200) for Deputy Chiefs" and insert "three hundred dollars (\$300)".

Section 1 (c): Remove "Lieutenant" and insert "Lieutenant, Captain".

Section 1 (e): Insert "This allowance shall be issued on the first pay period in December". All payments will be subject to IRS regulations.

Section 2: Remove "Protective clothing and equipment are defined as helmet, bunker coat, bunker pants, leather boots, bunker gloves, medical gloves, breathing masks and safety alarms to be mounted on the breathing mask harness" and insert "Protective clothing and equipment shall include one (1) helmet, two (2) bunker coats, two (2) bunker pants, one (1) pair bunker boots, two (2) pair structural firefighting gloves, two (2) structural firefighting protective hoods, one (1) stand-alone PASS device and one (1) SCBA face mask".

9. Article XIV, Sick and Injured Leave and Health Insurance:

Section 4: Remove "Administrator" and insert "Manager". Make this change throughout the agreement.

Section 8: Change section to Parental Leave and change the content to:

The Employer agrees that it, in relation to leaves of absence, will comply with the Massachusetts General Laws affecting the same.

As required, Family Medical Leaves will be given to employees who qualify having a serious medical condition, a family member with a serious medical condition, a family member in the armed services injured in the line of duty or called to active duty and needs your support, or for the birth, adoption or placement of a foster child. The Town uses the rolling back

twelve month basis for calculating eligibility. These FMLA leaves of absence are unpaid but run concurrently with paid time off using accrued time. If available, employees must use accrued paid time off concurrently with FMLA leave *that does not qualify for leave under the Massachusetts Parental Leave Act*. Employees are responsible for completing and returning necessary documentation as requested.

In the case of the birth, adoption or placement of a foster child, either parent may apply for an FMLA leave of absence. If both parents work within the bargaining unit, leave does not run concurrently but both may use FMLA within the first year of the child being in the family. *If available, employees use accrued paid time off concurrently with FMLA and with Parental Leave at their discretion.*

If a parent does not qualify for FMLA in the case of the birth, adoption or placement of a child, they may receive Parental Leave under the Massachusetts law. This time is not paid but will run concurrently with paid time off using accrued time.

An Employee shall give at least three (3) weeks' notice of his/her intended departure and expected date of return for planned leave of absence whenever possible. The Chief may require that any Employee produce medical certification that s/he is physically able to continue work prior to the leave or to resume work before returning.

10. Article XV, Military Leave:

Remove section and replace with "An employee of the commonwealth in the service of the armed forces of the commonwealth or a reserve component of the armed forces of the United States shall be entitled to receive pay without loss of ordinary remuneration as a public employee during annual training under section 60 or drills and parades under section 61, not exceeding 34 days in any state fiscal year

and not exceeding 17 days in any federal fiscal year, and shall not lose any seniority or any accrued vacation leave, sick leave, personal leave, compensation time or earned overtime.

11. Article XXI. Fire Science Program and EMT Training:

Section 1: Increase thirty (30) hours per fiscal year to eighty (80) hours per fiscal year with a maximum of (30) hours online training not including online work for classroom based training per fiscal year.

Section 3: Change 2011 to 2018. Change \$1500 to \$1600 in fiscal year 2019 and \$1700 in fiscal year 2020.

Insert Section 5: Effective July 1, 2018 members who complete the following Massachusetts Fire Academy training programs and attain certification at each level, where applicable, shall receive an annual stipend based upon the following rates:

Programs 1 and 2 are valued at five hundred dollars (\$500) each.

Programs 3 and 4 are valued at eight hundred dollars (\$800) each.

Programs 5 and 6 are valued at one thousand dollars (\$1,000) each.

Programs 7 and 8 are valued at one thousand two hundred dollars (\$1,200) each.

Programs 9 and 10 are valued at one thousand five hundred dollars (\$1,500) each.

1. Fire Prevention Officer Basic
2. Company Officer Strategy and Tactics
3. Fire Prevention Officer 1
4. Fire Prevention Officer 2

5. Fire Safety Officer
6. Fire Instructor 1
7. Fire Instructor 2
8. Fire Officer 1
9. Fire Officer 2
10. Fire Officer 3

Payments for stipends under this section shall be paid in bi-weekly increments beginning with the first pay period possible after completion.

Insert Section 6: The registration fee and associated costs of all reasonably required materials, including text books needed by an employee for the purpose of studying for a promotional examination shall be borne by the Town provided that the employee successfully passes the examination.

12. Insert Article XXVII. Health and Wellness:

Members who participate in the Department's Health and Wellness program shall receive an annual stipend of two thousand dollars (\$2,000).

The Health and Wellness stipend shall be paid on the last pay period of the fiscal year.

Participation shall include:

Thirty (30) minutes of daily physical exercise, in addition to normal shift duties (i.e. firefighting tasks).

Credited exercise time shall be limited to workouts that are performed at Fire Headquarters or East Dedham Station.

Members shall participate in a minimum of thirty (30) minutes of exercise per day, for a minimum of forty-six (46) days per year ($\frac{1}{2}$ of yearly scheduled work

days). For Fiscal Year 2019 only, members who participate a minimum of twenty-three (23) hours at not more than an hour at a time will satisfy this requirement.

Members shall produce a notice issued by their primary care physician indicating that they have completed an annual medical examination.

Oversight:

The Shift Captain shall maintain a record of all members who participate in daily physical exercise.

Notices verifying proof of an annual medical examination shall be delivered to the Fire Chief's office prior to the end of the fiscal year.

13. Except as modified in accordance with this Memorandum of Agreement, the Successor Agreement shall be identical in all respects to the Previous Agreement.

14. The cost items of this Agreement are subject to approval by Town Meeting.

15. The parties also agree that in the event a wage settlement with any other Town Collective Bargaining Unit (not including any school units), for Fiscals Years 2019 and 2020, results in a higher cost of living adjustment, the parties will reopen negotiations for this article.

For the Town:

Marcial Butts

For the Union:

[Signature]

[Signature]

[Signature]

[Signature]

