

**MEMORANDUM OF AGREEMENT
BETWEEN THE
TOWN OF DEDHAM
AND THE
AMERICAN FEDERATION OF
STATE, COUNTY, AND MUNICIPAL EMPLOYEES,
AFL-CIO STATE COUNCIL NO. 93, LOCAL 362,
DPW UNIT B**

April __, 2019

NOW COMES the Town of Dedham (“the Town”) and the American Federation of State, County, and Municipal Employees, AFL-CIO State Council No. 93, Local 362, DPW Unit B (“the Union”), both acting by and through their respective bargaining teams, and 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 XXV, Classification Plan and Pay Rates: A new salary schedule shall be prepared reflecting an increase in wages of 2% effective July 1, 2018, an increase in wages of 2% effective July 1, 2019, and an increase in wages of 2% effective July 1, 2020.
2. Article XXIII, Leave of Absence: Change “Town Administrator” to “Town Manager” and insert the following after the existing language in this Article:

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. 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 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 two (2) weeks' notice of his/her intended departure and expected date of return for planned leave of absence. The DPW Director may require that any Employee produce medical certification that s/he is physically able to resume work before returning.

3. Article XXIV, Uniforms, Protective Clothing, and Licenses: This Article shall be replaced by the following:

All employees, including division superintendents, will be required to wear the prescribed uniform and safety shoes at all times while at work, including overtime.

Employees who serve in the capacity of Administrative Assistant in the Department shall not be required to wear the official department uniform or safety shoes as provided above, nor shall they receive the uniform/shoe stipend.

It is expressly agreed that the Director of Public Works retains all management rights in setting and enforcing dress policies for the Department. However, the parties agree that the standard for the uniform will be established by the Labor/Management Committee.

A combined uniform/shoe stipend shall be provided as follows:

FY 19 \$700
FY 20 \$850
FY 21 \$1,000

This stipend shall be prorated and paid in installments as part of the employee's regular pay check. The stipend shall be subject to usual and customary withholdings and deductions and any balance of the stipend in a given fiscal year shall not be payable if an employee's service to the Town terminates before the end of that fiscal year.

The Town will pay for all special licenses (beyond Class D) required to operate specialized equipment by the Department of Public Works.

4. Article XXVI, Miscellaneous Provisions:

A. Amend #9 to reflect an increase in the compensation for carrying the on-call pager from \$2.25 per hour to \$2.65 per hour (effective July 1, 2018).

B. Add a new #10 as follows:

10. All paychecks will be issued by direct deposit. All pay stubs will be delivered electronically.

C. Add a new #11 as follows:

11. All paid time off (sick and otherwise) will be rounded up to four decimal places.

5. Article XXIX, Effective Date of Agreement.: The Successor Agreement shall reflect an effective date of July 1, 2018 and a termination date of June 30, 2021.

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

7. This Memorandum of Agreement shall be considered off-the-record until ratified by the Union's membership and the Board of Selectmen and, as applicable, funded by Town

Meeting. The bargaining teams shall sponsor and support such ratification. Failing such ratification and/or funding by Town Meeting, this Memorandum of Agreement shall be deemed null and void and both parties will be free to return to their prior bargaining positions.

For the Town:

For the Union:
