

**COLLECTIVE BARGAINING
AGREEMENT**

between

TOWN OF DEDHAM

and

**DEDHAM FIREFIGHTERS' ASSOCIATION
LOCAL 1735 I.A.F.F.**

July 1, 2018 through June 30, 2020

AGREEMENT

This Agreement is made and entered into between the Town of Dedham, hereinafter called the Town, acting by and through its Board of Selectmen, and the Dedham Firefighters Association, Local 1735, I.A.F.F., hereinafter called Local 1735, under the provisions of Chapter 150E of the General Laws of the Commonwealth, Chapter 1078 of the Acts of 1973, and this Agreement on the part of the Town is subject to ratification by Town Meeting where applicable.

PREAMBLE

WHEREAS Chapter 150E of the General Laws, Chapter 1078 of the Acts of 1973, grants to employees of the Town the right to bargain collectively with the Town through representatives of their own choice; and

WHEREAS both parties to this Agreement desire to establish a state of amicable understanding, cooperation, and harmony;

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, the parties hereto mutually covenant and agree as follows:

ARTICLE I RECOGNITION

Section 1. The Town recognizes Local 1735 as the sole and exclusive bargaining agent for all uniformed employees of the Dedham Fire Department covered by this Agreement. The rights of the Town of Dedham and employees of the Fire Department shall be recognized and the provisions of this Agreement shall be observed for the orderly settlement of all questions.

Section 2. The Town agrees not to make any individual or collective agreements with any employee covered under Article I of this Agreement which is contrary to this Agreement.

ARTICLE II MANAGEMENT RIGHTS

Section 1. The management of the Dedham Fire Department and the direction of the working force shall rest solely with the Fire Chief, but not inconsistent with the provisions of this Agreement. In compliance with Section 42 of Chapter 48, the Chief of the Fire Department shall be in complete charge of all administrative phases and functions of that Department including assignment of employees to duties, necessity for and distribution of overtime duties, the assignment of vacations and all other administrative duties for which he is directly responsible. The duties of the Firefighter are to assist in the extinguishing of all types of fires in the Town of Dedham; to assist in the drilling and training program with all the firefighting apparatus and firefighting equipment provided by the Town within their ability, but not to include any extended or heavy repair work on motors or pumps; to assist in the maintenance of buildings which are under Fire Department jurisdiction; and to

perform all other related duties as may be directed by the Chief, or his subordinate, to whom he has delegated such authority.

Section 2. The Local agrees to do everything within its power to enforce its rules and regulations, and, through advice, instruction and example to maintain the highest standard of performance. The Local agrees to take necessary measures where justified complaints are made by the Town against any employee or employees.

Section 3. All new employees will attend the Massachusetts Fire Academy or its equivalent at the first available opening subsequent to employment.

Section 4. All newly appointed fire officers shall attend the Massachusetts Fire Academy fire officer's skills development program or a similar such training program at the first available opening subsequent to promotion.

ARTICLE III **UNION SECURITY**

The Town agrees not to discharge, or discriminate against in any way, employees covered by this Agreement on account of union membership or lawful union activities.

ARTICLE IV **UNION BUSINESS LEAVE**

Section 1. Subject to the approval of the Chief of the Fire Department, not more than two (2) on-duty persons may be granted leave from duty at any one given time with no loss of pay or benefits for all meetings between the Town and the Local for the purpose of negotiating the terms of a contract, when such meeting takes place at a time when such member (or members) is scheduled to be on duty.

Section 2. Such officers of the Local as may be elected or designated as Delegates to represent the Local at the Convention of the I.A.F.F. and of the Professional Firefighters of Massachusetts (PFFM) and at meetings of the latter, may be granted reasonable time off from duty with no loss of pay or benefits, provided that the total departmental man-days involved shall not exceed fourteen (14) in any one calendar year, and that not more than one (1) on-duty man/woman will be permitted off at any given time for meetings of the P.F.F.M. and not more than two (2) on-duty men/women will be permitted time off at any one given time for Conventions of the I.A.F.F. or P.F.F.M.

ARTICLE V **DUES AND DEDUCTIONS**

The Town shall deduct union dues and/or assessments upon receipt of authorization from members of the Local who shall sign deduction form cards to be supplied by the Local. Such deductions shall be payable to the Local each month following the month of deduction. This section is contingent upon the Town having the proper machinery to implement the above deductions.

ARTICLE VI
WORK WEEK

Section 1: The regular work week for all employees covered by this Agreement shall average forty-two (42) hours. The regular work day for all employees except the Captain Inspector for a "day" tour of duty shall be ten (10) hours and the regular day for all employees except the Captain Inspector for a "night" tour of duty shall be fourteen (14) hours. "Work week" is defined as two (2) twenty four hour shifts consisting of a ten (10) hour day and a fourteen (14) hour night.

Section 2: The Fire Inspector position shall be a permanent full-time appointment. No "acting member" shall be assigned to this position. The Fire Inspector shall work a 40 hour work week 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.

ARTICLE VII
SUBSTITUTIONS

Uniformed members of the Fire Department shall be permitted, on approval of the Chief of the Department, to substitute or exchange time with members of equal rank and equal qualifications within the Department. Such substitution shall be permitted only for good cause and shall be consistent with the requirement of the Department to maintain an effective work force at all times.

ARTICLE VIII
OVERTIME

Section 1. Whenever an officer or member of the Fire Department is held over on duty beyond his/her regularly scheduled tour of duty, he/she shall be compensated at the rate of one and one-half (1-1/2) times his regular hourly rate. There will be a two (2) hour minimum for holdovers.

Section 2. Employees called back to duty for purposes of mutual aid shall be paid a minimum of four (4) hours' overtime. Employees called back to duty for purposes other than mutual aid shall be paid a minimum of two (2) hours' overtime. Call back shall be initiated by the Chief or his designee. Overtime shall be one and one-half (1-1/2) times the regular hourly rate.

Section 3. The Department will make reasonable efforts to equalize overtime opportunities.

Section 4. Where extra paid details are to be paid for by an outside individual, group, corporation or organization, no assignment shall be made until the person or organization requesting same has agreed to pay the 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.

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.

ARTICLE IX PAID HOLIDAYS

Section 1. The following holidays shall be paid to all employees covered by this Agreement:

New Year's Day	Memorial Day	Veterans' Day
Martin Luther King Day	Independence Day	Thanksgiving Day
Presidents' Day	Labor Day	Christmas Day
Patriot's Day	Columbus Day	

Section 2. Holiday pay shall be one-fourth (1/4) of the employee's weekly salary and shall be paid to each employee above his weekly salary.

Section 3. Any employee who works their entire tour of duty (24 Hours) between 8:00 A.M. December 24 and 7:59 A.M. December 26 will receive 10 hours of overtime pay.

ARTICLE X VACATIONS AND PERSONAL LEAVE

Section 1. The following annual vacations with pay will be granted to regular full-time members of the Fire Department after the following periods of continuous full-time employment with the Town:

After thirty (30) weeks in the aggregate during the twelve (12) months preceding the first day of June in the vacation year, two (2) weeks;

After five (5) years of continuous regular full-time employment, three (3) weeks;

After ten (10) years of continuous regular full-time employment, four (4) weeks;

After twenty (20) years of continuous regular full-time employment, five (5) weeks.

Individuals hired during the year, or those returning from non-accrued eligible leave, *except for probationary employees, who shall accrue no vacation time during their probationary period*, will be allowed to take vacation leave during the vacation year pro-rated upon the number of months worked in the preceding year; that is for every month worked from July to June the employee is eligible for one twelfth of the full year's accrual allotment. The employee must return on or before the fifteenth of the month for that month to be considered in the "months worked".

Every regular full-time Employee will, in addition to his/her annual vacation allotment, receive one (1) additional vacation shift after the first five years of continuous employment with the Fire Department and in addition, each such Employee will be eligible to receive one (1) additional vacation shift for each successive five-year period that he/she is employed by the Fire Department; up to an annual maximum of five (5) vacation shifts, as longevity shifts.

Section 2. Dependent on the operating needs of the Department, vacation time will be available from July 1 to June 30 of each year and may not extend into the following year, except that up to but no more than two (2) weeks of accrued vacation leave may be carried into the next vacation year subject to staffing needs and the approval of the Chief. Vacation will be chosen on a seniority basis. The Chief of the Fire Department will make every effort to schedule a two-week summer vacation from May 15 to September 30 for any employee desiring such a vacation at that time.

Section 3. The unused vacation to which a Firefighter is entitled at the time of his death shall be paid to his widow or beneficiary.

Section 4. The Town shall continue to follow its past practice of scheduling each Firefighter's vacation so that each vacation period of one week or greater duration shall commence after the completion of the hiatus following the second night of the previous work week as defined in Article V.

Section 5. Dependent on the operating needs of the Department, earned vacation may be taken throughout the year on a single-day or multi-day basis. One week of vacation may be taken in ten (10) 4 hour intervals. No vacation will be taken in less than four (4) hour increments.

Section 6. Two working days in the fiscal year for each employee not charged to sick leave, may be used for personal reasons to attend to matters which cannot be attended to outside the employee's normal tour of duty. This benefit shall be granted subject to the operating needs of the Department with notice to the Chief or his designee.

ARTICLE XI
STAFFING LEVELS

Section 1: The following minimum complement provision shall be effective for the duration of this Agreement:

- (a) Vehicle Assignment:
 - Engine Companies: 3 firefighters or 1 company officer and 2 firefighters
 - Ladder Companies: 3 firefighters or 1 company officer and 2 firefighters
- (b) Vehicle Response: staffed by the above minimum complement to provide a response on alarms and medical emergencies.
- (c) There shall be at least three (3) officers on duty to supervise at all times.
- (d) The shift commander, regardless of rank, shall not be counted in per piece staffing.

(e) Dedham fire companies responding to a call for mutual aid shall be staffed at one company officer and three firefighters.

(f) Probationary employees shall not be counted towards minimum staffing requirements unless academy trained.

Section 2. Call back of employees shall be on a rotating basis.

ARTICLE XII LONGEVITY

Longevity shall be granted to each regular full-time employee covered by this Agreement at the completion of five (5) years of employment in accordance with the following schedule:

After 5 years	\$150 permanent increment
After 10 years	\$230
After 15 years	\$310
After 20 years	\$390
After 25 years	\$470
After 30 years	\$550
After 35 years	\$630

ARTICLE XIII REGULATION UNIFORMS AND PROTECTIVE CLOTHING AND EQUIPMENT

Section 1:

- (A) Station Uniform: An annual allowance of nine hundred and seventy-five dollars (\$975) for a firefighter and one thousand one hundred and twenty-five dollars (\$1,125) for an officer shall be granted per year for the purchase and replacement of the regulation station (work) uniform as required by the Chief of the Department. This allowance will also be used to maintain the dress uniform issued by the department.
- (B) Promotion Allowance: Upon promotion to Lieutenant, Captain, or Deputy Chief, a one time allowance of three hundred dollars (\$300) shall be granted for the upgrade of the station uniform.
- (C) Dress Uniform: The department shall provide an initial dress uniform to all new employees joining the Fire Department in a regular full-time capacity. The department shall provide a new dress uniform to employees promoted to the rank of Lieutenant, Captain, and Deputy Chief. All department members shall maintain the issued dress uniform in a serviceable condition during his employment with the department. Dress uniform will consist of dress shirt, dress pants, dress jacket, badge, hat badge, lapel insignias (officers) and tie.
- (D) Protective Clothing: Protective clothing required by promotion will be supplied by the Town.”
- (E) Each Firefighter shall be provided an annual cleaning allowance in the amount of three hundred

seventy-five dollars (\$375) to be used for the purposes of cleaning and laundering of the Firefighters' uniforms. This allowance shall be issued on the first pay period in December. All payments shall be subject to IRS regulations.

Section 2. The Department will supply dress uniforms to new employees. The Department will continue to supply all protective clothing. 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. Each bargaining unit member shall be issued a personal SCBA face mask at the expense of the Town. Protective clothing and equipment will be supplied within thirty (30) days of request. All such protective clothing shall conform to the current NFPA or like standard. When any of this protective clothing is contaminated by any matter which would degrade its full protective effect, that gear shall be thoroughly and properly cleaned or repaired by the town before it is worn again. If said gear cannot be cleaned or repaired, it will be replaced by the Town.

Section 3. The Department will provide Hepatitis B vaccine to all employees.

ARTICLE XIV **SICK AND INJURED LEAVE AND HEALTH INSURANCE**

Section 1. All employees shall be eligible for sick leave in an amount not to exceed 1-1/4 working days per month, credited from the date of hire and with unlimited accumulation.

Section 2. Sick leave with pay shall be granted to employees when they are unable to perform their duties because of sickness, personal injury not otherwise provided for in accordance with the General Laws, Chapter 41, Section 111F or quarantine by health authorities.

Section 3. No sick leave shall be granted during the probationary period. The probationary period is defined as the first six (6) months of employment.

Section 4. Four (4) working days for each case may be charged against sick leave in the event of serious illness in the immediate family, but not more than eight (8) working days in a calendar year. The immediate family includes spouse, child, parents, mother-in-law or father-in-law. The Town Manager may require such procedures as it deems necessary for the proper administration of these sick leave provisions. When these procedures have been issued, sick leave shall not be granted under circumstances not conforming to them. Sick leave in excess of the before mentioned or in excess of any lesser amount accumulated may be granted, at the discretion of the Town Manager, upon recommendation of the Chief. Excess shall be subject to recouping against sick leave earned in the future.

Section 5. Authority for the granting of sick leave, subject to the limitations described herein, and responsibility for the detailed accounting thereof, rests with the Chief.

Section 6. Health Insurance

The Employer agrees to continue to provide for the term of this agreement, group hospital, surgical and medical insurance coverage to the extent provided under the present policies. The Employees electing coverage under indemnity plans shall pay 50% of the total monthly premium cost for the duration of the agreement. Effective July 1, 2007, the employees shall contribute twenty percent (20%) of the cost thereof.

Notwithstanding the provisions noted above, all employees hired after July 1, 2006 shall contribute twenty percent 20% of the cost of the HMO plan of their choice.

To the maximum extent practicable, the Employer will attempt to provide a choice of health care providers. The employees' contribution toward the cost of the health plan shall be done on a pre-tax basis.

It is agreed by both parties that the implementation of Section 6 of Article XIII, Sick and Injured Leave and Health Insurance, shall be retroactive to the date of the contract, i.e. as pay increases are retroactive so shall be the implementation of insurance contribution rates.

Section 7. In the event that a Firefighter voluntarily terminates employment, except for reasons of retirement or death, there shall be no monetary value attached to accrued sick leave. All full-time Firefighters, having accumulated a minimum of one hundred (100) sick days, will be paid the following amounts per day upon retirement or death:

101-200 days	\$50 per day
201-300 days	\$60 per day
301 and > days	\$70 per day

In addition, all employees will be eligible to participate in an annual sick leave incentive plan. Employees shall receive the sum of one hundred dollars (\$100) for each quarter of the year in which no sick days are used, and an addition \$100 for a full year without the use of sick leave.

Section 8. Parental Leave

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.

Section 9. For the purposes of any death, disability or medical services claim under Chapter 41 of the General Laws, any contagious disease, resulting in disability or death to a firefighter, shall, if he or she successfully passed a physical examination on entry into the fire service or subsequent to such entry, which examination failed to reveal any evidence of such condition, be presumed to have been suffered in the line of duty, unless it is shown by a preponderance of evidence that non-service connected factors caused such incapacity.

The provisions of this section shall apply to contagious disease which may, in general, result from exposure to blood and other body fluids of the sick, including Hepatitis A, B or C, Tuberculosis, HIV, Anthrax, or Meningitis.

Section 10. Whenever a firefighter is incapacitated for duty because of injury or sickness sustained in the performance of duty without fault of his own, he shall be granted leave without loss of pay or any other leave benefits accumulated prior to the date of incapacitation, including accumulated sick and vacation leave, for the period of such incapacity provided, however, that no such leave shall be granted for any period after such firefighter has been retired or pensioned or for any period after a physician designated by the appointing authority determines that such incapacity no longer exists, and provided further that such compensation shall, except as provided herein, be paid only to the extent required by Massachusetts General Laws, Chapter 41, Section 111F, as amended from time to time. During the period of time that a firefighter is incapacitated for duty under the provisions of Massachusetts General Laws, Chapter 41, Section 111F, the firefighter shall not accrue sick, vacation, or any other leave time benefit.

Further, no such paid leave shall be continued beyond a total of fourteen (14) calendar days in the event the physician designated by the appointing authority determines that the firefighter is capable to performing limited duties on either a full time or less than full time basis subject only to the provisions contained herein. The Chief shall determine whether a position is available which the firefighter is capable of performing and may or may not assign him/her to fill the position. Assignments to limited duty tasks may be changed or terminated at the discretion of the Chief subject only to the provisions contained herein.

Any firefighter assigned to limited duty shall not be considered to be part of the regular complement

and shall not be required to respond to alarms or medical calls. Limited or light duty tasks will be Fire Department related and will normally be in-house duties. Employees assigned to limited duty shall work a forty (40) hour workweek (4 days at 10 hours per day or 5 days at 8 hours per day, as determined by the Chief in consideration of the needs of the department.) Whenever possible the firefighter's choice of the two schedules will be considered. The Chief and the firefighter will make a mutual effort to accommodate both the needs of the department and the employee's doctor's appointments and medical needs.

If the firefighter is determined by the physician designated by the appointing authority to be capable of returning to limited or light duty, and he/she is assigned to same, he/she does not report for same, and he/she has not filed a timely appeal hereunder, his/her pay shall be discontinued and he/she shall be subject to disciplinary action.

Appeal Process: In the event the individual firefighter's personal health provider disagrees with the decision made by the physician designated by the appointing authority, and he/she believes that the firefighter is not capable of returning to limited duty, the firefighter shall cause his/her health care provider to confer with the physician designated by the appointing authority within fourteen (14) calendar days of the decision by the physician designated by the appointing authority.

A firefighter assigned to limited duty notwithstanding the continuing disagreement of his/her personal health care provider after said conferral with the physician designated by the appointing authority shall have the right, within fourteen (14) days after said conference, to appeal to a third health care provider designated by the two conferring professionals. A firefighter shall not be required to return to work during the process of the appeal. The third health care provider shall render his/her decision within fourteen (14) calendar days or as soon as practical thereafter. The decision of the third health care provider shall be final and binding as to whether the firefighter is medically capable of being assigned to limited or light duty at that time.

If the firefighter is determined by the third health care provider to be capable of returning to limited or light duty and he/she is assigned to same and he/she does not report for same, his/her pay shall be discontinued and he/she shall be subjected to disciplinary action.

Nothing herein, however, shall prevent the Chief from having the firefighter subsequently reexamined at reasonable intervals, normally not less than fourteen (14) calendar days, to see if the firefighter has sufficiently recovered to commence limited or light duty. The cost of the third party examination shall be shall be paid by the Town.

Nothing herein shall preclude any injured member from seeking retirement nor shall anything herein preclude the Town of Dedham from involuntarily retiring members. Further, nothing herein shall preclude an injured firefighter from seeking and obtaining treatment for said injury from a health care provider of his choice. Nothing herein shall require or preclude the Chief from, or limit his/her discretion regarding the granting or denying of a request from a firefighter out on sick leave to work on limited or light duty. However, such assignments shall not be made involuntarily.

It is understood that assignments to light duty are temporary in nature and shall not extend beyond the period of disability.

Section 11. The Town and the local 1735 will adhere to the Family Medical Leave Act (FMLA) of 1993 which entitles certain employees up to 12 weeks of leave for the arrival of a child, to care for a spouse, child or parent with a serious health condition, or for a serious health condition of the employee.

The Town and local 1735 will adhere to M. G. L. Chapter 149: Section 52D (Family and Medical Leave) which entitles certain employees up to 24 hours of leave in addition to leave available under the federal act.

Employees will be required to use accrued leave, including sick leave and vacation time as part of any authorized FMLA and/or M. G. L. Chapter 149: Section 52D leave status. If an employee falls into an unpaid leave status as part of an approved FMLA or MGL Chapter 149; Section 52D leave situation, the employee would then be responsible for their contribution to the Town's Health Insurance and Life Insurance programs.

Employees applying for FMLA under the provisions of the Family Medical Leave Act (FMLA) of 1993 and/or the State Family and Medical Leave Law (MGL Ch 149; Sect 52D) are required to file all necessary documents with the Head of the Fire Department and other required Town officials.

ARTICLE XV MILITARY LEAVE

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.

ARTICLE XVI SENIORITY

Section 1. Seniority is to be based on length of time an employee has held present rank or classification in the Fire Department. For all acting out-of-grade appointments of 30 days or longer, a member's position on an active Civil Service promotional list shall supersede departmental seniority.

Section 2. The seniority of employees in the bargaining unit shall be computed in accordance with the provisions of Chapter 31, section 33 of the general laws, provided, however, that in addition to the provisions thereof, the seniority of employees who were appointed on the same date shall also be determined by the order of their respective ratings obtained in the examination upon the civil service list from which they were appointed. The employee with the highest rating to be considered the most

senior employee of such employees.

Section 3. The seniority of employees in grade shall be determined by the date of promotion of the employee (not shift appointments date). In the event that more than one employee was promoted on the same date the seniority of such employee will be determined by their respective ratings obtained in the promotional examination from which they were promoted, the employee with the highest rating to be considered the most senior. (It is understood and accepted by both parties that this section is not to be implemented retroactive prior to the date of Town Meeting action concerning this Agreement.)

Section 4. In the event of a reduction in the work force, layoffs of employees shall be accomplished in accordance with the provisions of Chapter 31, Section 33 of the Massachusetts General Laws, as may be amended from time to time.

ARTICLE XVII **RIGHTS AND PRIVILEGES**

All other job benefits enjoyed by the employees, as provided by the Personnel, Wage and Salary Administration Plan and adopted from time to time by the Town Meeting vote which are not specifically provided for or abridged in this Agreement are hereby protected by this Agreement.

ARTICLE XVIII **NO STRIKES, LOCKOUTS, BOYCOTTS OR WORK STOPPAGES**

It is mutually agreed by the parties hereto that throughout the life of this Agreement there shall be no strikes, lockouts, boycotts, or stoppages of work, and that any difference or misunderstanding which may arise between the contract parties shall be amicably adjusted by and between the parties themselves.

In the event of the threat of, preparation for, or occurrence of any unauthorized strike, lockout, boycott, or work stoppage by the Fire Department employees, the Local and all of its officials will promptly take reasonable steps to prevent and to stop such action by any of its members. The parties hereto mutually agree that the provisions of General Laws, Chapter 150E, Section 9A, relative to the prohibiting of any employee from engaging in, inducing or encouraging any strike, work stoppage, slow down, or withholding of services, shall apply. Nonetheless, it is mutually agreed that Fire Department employees, either individually or as a union, may lawfully picket during their off-duty hours at places other than fire stations of the Town of Dedham or at scenes of fires in the Town of Dedham.

ARTICLE XIX **GRIEVANCE AND ARBITRATION PROCEDURES**

Section 1. Only matters involving the interpretation or application of the provisions of this Agreement shall constitute grievances under this Article. The grievance procedure shall be formal and confidential at all times. Time limitations may be waived and/or extended by mutual agreement of the parties.

Step 1. The matter shall first be discussed between the aggrieved employee and/or his/her Local representative and the Chief of the Fire Department.

Step 2. If, after five (5) days of presentation to the Chief of the Fire Department. No satisfactory resolution has been made, the grievance may be presented to the Town Manager for his consideration.

Step 3. After twenty-one (21) days of the presentation to the Town Manager, a written decision will be given to all parties. If no satisfactory resolution has been made, then the employee, or the Local on his behalf, may submit the grievance to arbitration. The parties shall attempt to agree upon an arbitrator; but, if they are unable to do so within ten (10) days of the submission to arbitration, then either party may request appointment of an arbitrator pursuant to the Voluntary Labor Rules of the American Arbitration Association. The fees and expenses of the arbitrator shall be shared equally by the parties. The arbitrator's decision shall be final and binding upon the parties.

Section 2. Notwithstanding any other provision of this Agreement, any matter which is subject to the jurisdiction of the Civil Service Commission or any Retirement Board established by law shall not be subject to the grievance or arbitration procedure hereunder. It is understood and agreed that Local 1735 shall have the right to represent any employee covered by this Agreement in any Civil Service or Retirement Board hearing or proceeding.

ARTICLE XX
WAGES

Section 1.

DEDHAM FIREFIGHTERS COMPENSATION PLAN

EFFECTIVE JULY 1, 2018 (FY'19)

		<u>Min</u>	<u>Max</u>
Deputy Chief	HRLY	N/A	43.66
	BIWKLY	N/A	3,667.96
	ANNUAL	N/A	95,366.96
Captain	HRLY	N/A	39.41
	BIWKLY	N/A	3,310.68
	ANNUAL	N/A	86,097.68

Lieutenant	HRLY	30.89	35.19
	BIWKLY	2,595.25	2,955.96
	ANNUAL	67,476.50	76,854.96
Firefighter Mechanic	HRLY	30.89	35.19
	BIWKLY	2,595.25	2,955.96
	ANNUAL	67,476.50	76,854.96

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Max</u>
Firefighter						
HRLY	23.19	24.73	25.61	26.51	27.43	28.38
BIWKLY	2,009.20	2,077.74	2,151.42	2,226.82	2,304.79	2,384.47
ANNUAL	52,239.20	54,021.24	55,936.92	57,897.32	59,924.54	61,996.22

EFFECTIVE JULY 1, 2019 (FY'20)

		<u>Min</u>	<u>Max</u>
Deputy Chief	HRLY	N/A	44.53
	BIWKLY	N/A	3,741.32
	ANNUAL	N/A	97,274.32

Captain	HRLY	N/A	40.20
	BIWKLY	N/A	3,376.90
	ANNUAL	N/A	87,799.40

Lieutenant	HRLY	31.51	35.89
	BIWKLY	2,647.15	3,015.08
	ANNUAL	68,825.90	78,392.08

Firefighter Mechanic	HRLY	31.51	35.89
	BIWKLY	2,647.15	3,015.08
	ANNUAL	68,825.90	78,392.08

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Max</u>
Firefighter						
HRLY	24.39	25.22	26.12	27.04	27.98	28.95
BIWKLY	2,049.38	2,119.29	2,194.45	2,271.36	2,350.89	2,432.16
ANNUAL	53,283.88	55,101.54	57,055.70	59,055.36	61,123.14	63,236.16

Section 2. 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 3. If any member of the bargaining unit works in a higher grade, he/she shall receive the lowest rate of the higher grade.

The Department shall review its records and determine the number of out of grade tours, whether intermittent or continuous, each firefighter has worked since July 1, 1994 and shall continue this record keeping, updating every six months from the execution of this agreement forward maintaining a copy in the employee's file. Effective upon the execution of this agreement, any member of the bargaining unit who is promoted or who temporarily serves in a higher grade and who has completed at least two thousand one hundred eighty-four (2,184) hours, i.e. one hundred eighty-two (182) tours of duty, or the cumulative equivalent of one year, in the higher grade, shall receive the maximum rate of the higher grade upon permanent or temporary promotion to that grade or while temporarily working in out of grade service.

Section 4. All employees shall be paid on a bi-weekly basis (once every two weeks), in a manner and on a schedule to be determined by the Employer.

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.

ARTICLE XXI **FIRE SCIENCE PROGRAM AND EMT TRAINING**

Section 1. The cost of all reasonably required materials, including textbooks, needed by a firefighter while enrolled in an accredited fire science course shall be borne by the town. Effective July 1, 2005, all bargaining unit employees of the Fire Department who have successfully completed an accredited fire science course or courses shall receive forty-five dollars (\$45) per credit hour earned for each credit hour for said course or courses. Said monies shall be paid on the first payday of the month of December. Said monies shall be paid on a pro-rated basis in the event of the death or retirement of a firefighter or in the event that a firefighter leaves the department.

Effective upon the execution of this agreement the Town shall compensate firefighters that attend Fire Academy training, EMT certification or re-certification or Fire Science course study during the time which the employee is not scheduled to be on duty with a stipend of thirty-five dollars (\$35) per hour to a maximum of eighty (80) hours, with a maximum of thirty hours of online training not including online work for classroom based training, per fiscal year. To be eligible for this stipend, the training or EMT certification or re-certification or Fire Science course study must be approved by the Office of Emergency Medical Services (OEMS), the State Fire Academy or be a course requirement leading to a Fire Science degree. Employees may not donate unused time to another department member. The stipend monies shall be paid as they are submitted and earned.

Section 2. The initial tuition cost, recertification cost and associated costs of all reasonably required materials, including textbooks needed by an employee while enrolled in an approved EMT Program shall be borne by the Town provided that the employee successfully passes the course. Subject to the prior approval of the Chief, which approval shall not be unreasonably withheld, reasonable time off without loss of pay or benefits will be granted to employees while attending an approved EMT program, as well as to registered EMTs completing requirements to maintain and renew their EMT registrations. Approved CPR courses are included within the purview of this section. Should an employee fail to achieve or maintain registration, then that employee shall reimburse the Town for paid absence during the aforementioned attendance. In lieu of pay reimbursement, accrued earned vacation may be charged. However, this shall not pertain to members out on extended sick or injured leave.

Section 3. Effective July 1, 2018 any firefighter who successfully completes a defibrillator certification course and maintains certification and, any firefighter who successfully completes an epi-pen use certification course and maintains certification will receive an annual Certified Medical Equipment payment in the amount of \$1,600 in fiscal year 2019 and \$1,700 in fiscal year 2020, payable in bi-weekly increments.

Section 4. Bi-weekly payments under the above sections shall be discontinued if an employee loses his/her certification or leaves the employment of the Department during the contract years.

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.

ARTICLE XXII
DISCIPLINE AND DISCHARGE

The Town shall not discipline or discharge any employee covered by this Agreement except for just cause.

ARTICLE XXIII
DEATH OF A FIREFIGHTER

In the event a Firefighter, who while in the performance of his/her duties as covered in Article XVII or as a result of an accident while responding to or returning from an alarm or fire or while at the scene of a fire, is killed or sustains injuries which result in death, the Town shall pay the reasonable expenses, not to exceed twenty thousand dollars (\$20,000), of the funeral and burial costs of such Firefighter. Such benefits shall be paid consistent with the guidelines as established by the Public Safety Officer's Benefits Act (PSOB).

ARTICLE XXIV
BEREAVEMENT LEAVE

Leave without loss of pay will be normally granted by the Town in the event of a death in the employee's immediate family. Such leave will have no effect on entitlements for vacation, sick leave, or holiday pay, and will not be counted as hours worked for purposes of computing overtime. Such firefighter shall be granted no more than four (4) consecutive tours of duty for spouse, child, parent, and parent-in-law, and three (3) consecutive tours of duty for brother, sister, grandparent and non-family resident in the household. One tour of duty shall be granted for brother-in-law and sister-in-law.

ARTICLE XXV
POST-INCIDENT STRESS DEBRIEFING

If it is collectively decided by Local 1735 representatives and the Chief that a bargaining unit member is in need of counseling to deal with a particular job related incident, i.e. multiple fatalities, line of duty death or serious non-fatal casualty, such counseling shall be immediately provided. All costs related to this counseling will be borne by the Town.

ARTICLE XXVI
DRUG & ALCOHOL TESTING

The parties hereby agree to adopt the "Drug & Alcohol Testing Policy" attached to this Memorandum of Agreement.

POLICY PROVISIONS

It is agreed that the Union will work cooperatively with the Town to develop a Standard Operating Procedure or Guideline (SOP and/or SOG) to address operational safety concerns in the Department.

It is further agreed that if the Town fails to meet and work with the Union or if the Union fails to meet with the Town to develop Standard Operating Procedures or Guidelines for operational safety concerns by June 30, 2010, that the Town and/or the Union have the right re-open discussions concerning language in the Collective Bargaining Agreement to address this concern.

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 (½ 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.

ARTICLE XXVIII **DURATION OF AGREEMENT**

This Agreement shall take effect as of midnight, July 1, 2018 and shall continue in full force and effect to June 30, 2020. Until such time as the Town and Local 1735 renegotiate a mutually satisfactory contract, the terms of the within Agreement shall remain in full force and effect.

Should either or both parties desire to negotiate a new collective agreement for the succeeding year,

such party or parties, shall, on or before April 15, 2020, but in no event earlier than November 1, 2019 prior to the expiration date of this Agreement, give notice in writing to the other party by Certified or Registered Mail setting forth in such notice a list of all proposals, changes, and modifications desired by the party given notice. Upon receipt of such notice, the parties shall make mutually satisfactory arrangements to engage in negotiations leading to a settlement of issues raised by such notice. Nothing in this Article shall preclude either the Town or Local 1735 from modifying, adding to, or subtracting from any proposals made pursuant to this Article.

This AGREEMENT, entered into on the ___th day of _____ 201__ is subject to ratification of the Board of Selectmen and funding by the Town Meeting.

**DEDHAM FIREFIGHTERS
LOCAL 1735**

BOARD OF SELECTMEN

