

**COLLECTIVE BARGAINING
AGREEMENT**

between

TOWN OF DEDHAM

and

**DEDHAM POLICE ASSOCIATION
LIEUTENANTS AND SERGEANTS**

July 1, 2015 through June 30, 2017

ARTICLE I
DEFINITIONS

Where the words are used in this Agreement, EMPLOYER means the Town of Dedham in the County of Norfolk and Commonwealth of Massachusetts, and no other location; ASSOCIATION means the Dedham Police Association (Lieutenants & Sergeants); "Management Responsibility" means the retention by the EMPLOYER of its right to conduct the business of the Town in the Police Department including, but not limited to, the right to determine the methods and means by which its operations are to be carried on, to direct the working force and to conduct its operation in a safe and efficient manner subject only to the express limitations set forth in this Agreement. "Employees" as used in this Agreement shall mean those employees as defined in Article II - Recognition.

ARTICLE II
RECOGNITION

The EMPLOYER recognizes the ASSOCIATION as the exclusive representative of those permanent, full-time employees of the EMPLOYER in the Police Department in the following job classifications: LIEUTENANT and SERGEANT. Excluded from such bargaining unit are all other employees.

ARTICLE III
PRECEDENCE OF LAWS AND REGULATIONS

In the administration of all matters covered by this Agreement, the EMPLOYER, ASSOCIATION, officials and employees are governed by the provisions of any existing or future laws and regulations, including provisions of the Town By-Laws. In no event will employees covered by this Agreement receive less benefits than those granted to patrolmen in any contractual matter.

ARTICLE IV
MANAGEMENT RESPONSIBILITY

The listing of the following specific rights of management is not intended to be in limitation of the rights of the EMPLOYER. Responsibilities which are inherently those of management shall remain such whether or not specifically listed hereafter.

(A) Among such management responsibilities as are vested exclusively in the EMPLOYER are the following:

The right to hire, promote, transfer, assign and retain employees in positions and to suspend, demote, discharge or take other disciplinary action against employees for cause, to relieve employees in positions and to suspend, demote, discharge or take other disciplinary action against employees for cause, to relieve employees from duty because of lack of work or other reasons, to determine the method, means and personnel by which such operations are to be conducted and to take whatever action which may be necessary to carry out the work of the Police Department. Without limiting the

foregoing, the EMPLOYER shall have the right, in its sole judgment and discretion and without being bound by seniority, to appoint the Administrative Commander, the Executive Officer, the Court Prosecutor, and the Detective Supervisor.

- (B) The EMPLOYER shall have the freedom of action to discharge its responsibility for the operation of the Police Department including the scheduling of operations, the methods and materials used in carrying out the function of the Police Department and the extent to which its own or other facilities and/or personnel shall be used.
- (C) The EMPLOYER acknowledges the dignity and respect for employees of the Department. The EMPLOYER agrees not to chastise or criticize employees in the presence of subordinates.

ARTICLE V
HOURS OF WORK AND OVERTIME

- (A) Employees on shift assignments shall be scheduled four (4) days of duty followed by two (2) days off. A normal workday consists of eight (8) consecutive hours. This Section shall not apply to the employee designated as Prosecuting Officer, Detective Supervisor, and/or Administrative Commander.
- (B) The EMPLOYER retains the right to schedule hours of duty in accordance with the work requirements of the Dedham Police Department. In the event of any change in the scheduled hours of duty, the employees shall be entitled to a two (2) week notice.
- (C) In emergencies or as the needs of the service require, an employee is required to perform overtime work as a condition of employment and shall be paid at the rate of time and one-half of his straight time hourly rate for all hours over the regular working day or week. The EMPLOYER will endeavor to distribute equitably the opportunity to work available overtime insofar as practical. However, this provision shall not form a basis for any claim for overtime premiums for hours not worked.
- (D) Any employee who is called back to work or is formally requested to appear before the Board of Selectmen in an official capacity after having completed his tour of duty or called back on his day off or time off, shall be paid at the rate of time and one-half of his straight time hourly rate with a minimum guarantee of four (4) hours overtime.

ARTICLE VI
HOLIDAYS

All members of the bargaining unit will be guaranteed eleven (11) paid holidays. Said holidays to be as follows: New Year's Day, Martin Luther King Day, Washington's Birthday, Patriots' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and Christmas Day. Employees working from 4:00 PM on Christmas Eve until 4:00 PM on Christmas Day shall be compensation at time and one-half.

ARTICLE VII
VACATIONS

All regular, full-time employees of the Police Department are entitled to periods of vacation with pay. Vacation entitlements for individual employees will be computed from the original date of hire provided such service has been continuous, without interruption, except by authorization of the Town Manager. Entitlements will be calculated and accrued for no longer than one year at a rate of days, and/or fractions thereof, per month during the years commencing with the anniversary of original hire.

The Vacation Year shall be the same as the fiscal year of the Town, from July 1 through June 30 of the following year, and all vacations taken during this period will be in accordance with department scheduling procedures. Vacation time may not be accumulated beyond the Vacation Year. Compensation in lieu of vacation will not be approved.

It is the responsibility of the Department Head to insure that vacations are taken within the Vacation Year. Employees may accrue, but not take vacation time during the first six months of employment.

The vacation entitlement year shall be changed to twelve (12) months, coinciding with the fiscal year. The rate of accrual shall be changed so that there is no net increase or decrease in the amount of vacation resulting from the change in the accrual year.

After five (5) years of continuous service to the Town as measured from the original date of hire, the entitlement rate for the ten-month entitlement period shall be at one and one-half (1-1/2) days per month. After ten (10) years of service measured as above, the rate shall be two (2) days per month. After twenty (20) years of service measured as above, the rate shall be two and one-half (2-1/2) days per month.

The intent herein is to grant ten working days of vacation per year for employees with from ten months to five years of service; fifteen working days for five to ten years; twenty working days for ten to twenty years; and twenty-five working days for more than twenty years of service. In case of any conflicting calculation, the days per month method of computation will govern.

All vacation for employees hereunder shall be chosen in accordance with seniority within rank. Vacations may be taken at any time throughout the year on a single-day or multi-day basis, unless an emergency exists. A total of two (2) line Superior Officers may be allowed vacation on any given day.

One week of vacation may be carried forward to the subsequent year but in no circumstances will it exceed that amount. In extenuating circumstances and at the sole discretion of the Chief, an employee may be allowed to carry forward one additional week of vacation into the next fiscal year.

ARTICLE VIII
SICK LEAVE

- (A) All full-time regular employees of the Police Department 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 commencing July 1, 1989 may be allowed unlimited accumulation.
- (B) No sick leave will be granted during the probationary period (first six months of employment). Sick leave with pay shall be granted to employees when they are unable to perform their duties because of sickness, personal injury not covered under Massachusetts General Laws, Chapter 41, Section 111F or quarantine by health authorities. Seven working days in a fiscal year, but not more than three working days for each case, may be charged against sick leave in the event of serious illness in the immediate family. The immediate family shall include husband, wife, children, parents, mother-in-law, father-in-law, brothers, sisters or members of the immediate household of the eligible employee.
- (C) Two working days in a fiscal year for an employee, not charged to sick leave, may be used for personal reasons. This entitlement shall be granted subject to the operating needs of the Department upon 24 hour notice to the Chief or his designee. In case of emergency, personal days may be granted with less notice.
- (D) Authority for the granting of sick leave, subject to the limitations described herein, and responsibility for the detailed accounting thereof, rests with the Department Heads. Departmental payrolls submitted to the Comptroller's office will include, as a separate item, sick leave granted during the payroll period by employee name and indicate the date(s) and reason(s) for such leave. If during the payroll period, no sick leave has been granted, paid or unpaid, it will be so noted on the payroll.
- (E) The Chief may require such procedures as he/she deems necessary for the proper administration of these sick leave provisions. When these procedures have been issued, sick leave shall not be granted under any circumstances not conforming to them. Sick leave in excess of the amount accumulated may be granted, at the discretion of the Town Administrator upon the recommendation of the Chief.
- (F) In the event that an employee voluntarily terminates employment for reasons other than retirement or death, there shall be no monetary value attached to accrued sick leave. All full time employees, having accumulated one hundred (100) unused sick days, will paid for unused sick days upon retirement or death as follows, within each band of days:

<u>Days</u>	<u>Sergeants</u>	<u>Lieutenants</u>
0-100	no compensation	no compensation
101-200	\$65 per day	\$70 per day
201-300	\$70 per day	\$75 per day
300 & above	\$75 per day	\$80 per day

ARTICLE IX
UNIFORMS

Effective upon the execution of this agreement, each employee shall be allowed an annual uniform replacement allowance in the amount of one thousand one hundred twenty-five dollars (\$1,125) to be paid on a by-weekly basis. This allowance shall be applicable to plain clothes Officers for the purchase of uniform or civilian clothing used in the performance of their duties. Each employee shall have the right to purchase said uniform, including shoes, at an accredited uniform dealer. A one-time uniform allowance of and additional three hundred dollars (\$300) will be allotted to any employee promoted to a higher grade.

Officers shall receive an annual cleaning allowance in the amount of three hundred seventy-five dollars (\$375) to be used for the purposes of cleaning and laundering the Officers' uniforms. This allowance shall be issued in the first pay period of December beginning December, 2005.

ARTICLE X **LONGEVITY**

Every regular full-time employee shall receive, in addition to his regular compensation, one hundred and fifty (\$150) dollars per year after the first five years of continuous employment by the Town, and, in addition, each such employee shall receive eighty (\$80) dollars per year after each successive five-year period that he is employed by the Town up to a maximum of six hundred and thirty (\$630) dollars per year. Eligibility for Longevity payment amounts are calculated based on the number of service years achieved by the employee on his or her employment anniversary date. An employee's first longevity payment or, any increase to a longevity payment, shall occur in the next fiscal year following the employee's anniversary date. All Longevity payments shall occur on or around the first pay period of any fiscal year.

ARTICLE XI **COURT**

Any police officer on duty at night or on vacation, furlough or on a day off, or on injured-on-duty-leave who, at the discretion of the department, attends as a witness or in other capacities in the performance of his duty for, or in behalf of the Commonwealth or the Town of Dedham, in a criminal or other case pending in any District Court including the Municipal Court of the City of Boston, any Juvenile Court or any Superior Court or before any Grand Jury proceeding or in conference with a District Attorney or an Assistant District Attorney or at any pretrial conference of any other related hearing or proceeding, when under written subpoena or when directed by the Chief, or who is required or requested by any City, Town, State or Federal Government or sub-division or agency of any of the foregoing, to attend or appear before any Department, Agency, Board, Commission, Division or Authority or Official of the State or Federal Government or sub-division or agency of any of the foregoing or who attends as a witness or in another capacity in the performance of his duty for the Government of the United States, the Commonwealth or the Town of Dedham in a criminal or other case pending in a Federal District Court or before a Grand Jury proceeding or a United States Commissioner or in conference with a United States Attorney or an Assistant to the United States Attorney or at any pre-trial conference or any other related hearing or proceeding, when under written subpoena or when directed by the Chief, shall be entitled to overtime compensation for every hour or fraction thereof during which he was in such attendance or

appearance, but in no event less than four (4) hours, such pay on an overtime basis. Whenever an officer's tour of duty ends at 8:00 A.M. and such attendance or appearance is required at or before 9:00 A.M. of the same day, computation of such pay shall commence at 8:00 A.M.

ARTICLE XII
RATES OF PAY

(A) There shall be a minimum and maximum rate of pay only. Effective July 1, 2015 the sergeant maximum base salary rate going forward shall be no less than twenty-five percent (25%) of the patrolman maximum base salary. Effective July 1, 2015 the lieutenant maximum base salary rate going forward shall be no less than twenty five percent (25%) of the sergeant maximum base salary.

(B) DEDHAM POLICE SUPERIOR OFFICERS' COMPENSATION PLAN

EFFECTIVE JULY 1, 2015 (FY'16)

		<u>MINIMUM</u>	<u>MAXIMUM</u>
Lieutenants	HOURLY	39.25	43.51
	WEEKLY	1,570.00	1,740.40
	ANNUAL	81,640.00	90,500.80
Sergeants	HOURLY	31.37	34.72
	WEEKLY	1,254.80	1,388.80
	ANNUAL	65,249.60	72,217.60

EFFECTIVE JULY 1, 2016 (FY'17)

		<u>MINIMUM</u>	<u>MAXIMUM</u>
Lieutenants	HOURLY	40.63	46.22
	WEEKLY	1,625.20	1,848.80
	ANNUAL	84,510.40	96,137.60
Sergeants	HOURLY	32.47	35.95
	WEEKLY	1,298.80	1,438.00
	ANNUAL	67,537.60	74,776.00

(C) The word "rates" as used in this Article only includes base salary. It does not include such matters as incentive pay, longevity, night differential or special rates.

(D) Private Detail Rates: No such assignment shall be made until the person or organization requesting the same has agreed to pay the following rates. Effective within ten (10) days of the joint ratification of this agreement, the following rates shall apply to extra paid details:

Effective July 1, 2015:

- Minimum of four (4) hours at a rate of \$37.00 per hour for all regular details,***
- Minimum of four (4) hours at a rate of \$44.00 per hour for all outdoor road details,***
- Minimum of four (4) hours at a rate of \$46.00 per hour for all details where alcoholic beverages are served, provided that the rates paid to Patrol Officers shall not be less than the rates paid to Dedham Police Sergeants or Lieutenants, and***
- Minimum of four (4) hours at the rate of time and one half the outdoor road detail rate for details involving labor disputes.***

Effective July 1, 2016:

- Minimum of four (4) hours at a rate of \$39.00 per hour for all regular details,***
- Minimum of four (4) hours at a rate of \$46.00 per hour for all outdoor road details,***
- Minimum of four (4) hours at a rate of \$48.00 per hour for all details where alcoholic beverages are served, provided that the rates paid to Patrol Officers shall not be less than the rates paid to Dedham Police Sergeants or Lieutenants, and***
- Minimum of four (4) hours at the rate of time and one half the outdoor road detail rate for details involving labor disputes.***

Additionally, whenever an Officer works more than four hours on an outdoor road detail, the officer 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 outdoor road detail rate.

The parties agree that the second four-hour block provision shall not apply to outside road details that are funded by the Town of Dedham. In such instances, any work performed beyond the initial four-hour block would be compensated in minimum two-hour blocks. Any hours worked beyond the initial eight hours, on the same detail in the same day, would be compensated as described above.

- In the event there are three or more Patrol Officers working on a detail and a Superior Officer is assigned in a supervisory capacity, the ranking Superior Officer shall be paid four dollars (\$4) more per hour.
- In the event that the employing organization requests that a certain police officer not be assigned to a particular detail, regardless of any other agreements between the parties, such officer shall not be assigned to the detail.
- Extra paid detail compensation shall be calculated from start to finish without deducting time for meals or other causes.
- Officers assigned outside their regular shift to duty at polling places on election days shall be compensated at the rate of time-and-one-half their regular hourly rate.

- Night Shift Differential: Sergeants shall be paid a weekly night differential as follows:

Effective Date	Evening Shift	Midnight Shift
	4PM-midnight	midnight-8AM
July 1, 2005	\$68.20	\$86.80
July 1, 2006	\$74.40	\$99.20
July 1, 2007	\$80.60	\$111.60

Lieutenants shall be paid a night shift differential of 24% more than that paid to Sergeants for the second and third shifts (known as first-half and second-half). These differentials shall only be paid to the Employee regularly scheduled for such shifts. In the event that an Employee is scheduled for two (2) or more tours, but less than four (4) tours, he/she shall receive half the differential amount that is assigned to the shift that was worked.

ARTICLE XIII
BEREAVEMENT LEAVE

Leave, without loss of pay, will normally be 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 employee shall be granted four consecutive working days in the event of a death of the employee's spouse, child, parent or parent-in-law. Such employee shall be granted three consecutive working days in the event of death of the employee's sister-in-law, brother-in-law, brother, sister, grandparent and non-family resident in the household, and one day in the event of the death of an aunt or uncle.

ARTICLE XIV
GRIEVANCE PROCEDURE

(A) Purpose: The purpose of the grievance procedure shall be to settle employee grievances on as low a level as possible so as to insure efficiency and employee morale. Complaints, disputes or controversies which are express violations of this Agreement may be processed as grievances under the following procedure:

(B) Procedure:

Step 1: Grievances may be first presented by the employee and/or the Association representative to the superior officer involved and an earnest effort shall be made to adjust the grievance in an informal manner, but in no event shall it exceed seventy-two (72) hours.

Step 2: If the grievance is not resolved in Step 1, the grievance shall then be reduced to

writing by the Association and presented to the Chief of Police. The Chief, or in his absence, the Acting Chief of Police, shall meet the grievance committee within seventy-two (72) hours from the time the grievance is presented to him and he shall answer the grievance in writing within seventy-two (72) hours after the meeting.

Step 3: If the grievance is not resolved in Step 2, the grievance committee may refer the complaint to the Town Administrator. The Town Administrator shall meet with the grievance committee within seven (7) days to discuss the grievance, and will answer the grievance in writing within fourteen (14) days after the meeting ends.

Step 4: If the grievance is not adjusted satisfactorily in Step 3, then the parties may submit the matter to arbitration. Said submission will be made within thirty (30) days of the Step 3 answer. Said submission will be made to the American Arbitration Association or the Massachusetts Board of Conciliation and Arbitration in accordance with their rules and regulations. The arbitrator shall be without power to alter, add to or detract from the language of this Agreement. The decision of the arbitrator shall be final and binding on both parties and the fees and expenses of the arbitrator shall be shared equally by the parties. Provided, however, matters that are subject to the provisions of the Retirement Board or Civil Service Board shall not be subject to this grievance procedure.

ARTICLE XV **DISCIPLINARY ACTION**

No permanent employee shall be removed, dismissed, discharged, suspended or disciplined in any manner except for just cause and at any time where there is a hearing or interview in which the employee's job is in jeopardy, he may have an opportunity to have an attorney present on his behalf if he so requires the same. The Town shall not be financially responsible for the payment of the attorney.

ARTICLE XVI **HEALTH AND LIFE 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-five percent (25%) of the cost thereof.

Notwithstanding the provisions noted above, all new employees hired after July 1, 2006 shall contribute twenty percent 25% 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.

The Town will provide indemnification in accordance with State statute.

It is further agreed by both parties that the implementation of Article XVI, Health and Life 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.

ARTICLE XVII
SHIFT PREFERENCE

Members of the bargaining unit holding the rank of sergeant or lieutenant shall have the right to pick a shift to which he will be permanently assigned based upon seniority by appointment within rank and the order of appointment within rank. This pick shall be in force for a period of six (6) months. At the end of the six-month period, there shall be a new pick. The selection process shall take place on April 1 and October 1 of each year. In filling vacancies within the rank of sergeant or lieutenant from the day shift to the night shift, or from the night shift to the day shift, that sergeant or lieutenant with the most seniority within rank shall be given preference in filling said vacancy, providing that sergeant or lieutenant has made application for such vacancy.

ARTICLE XVIII
EMERGENCY MEDICAL TECHNICIANS

There will be an annual \$1,200 stipend paid on a weekly basis to those regular, full-time employees who are registered and certified Emergency Medical Technicians, provided that, if such employee terminates his employment or allows his certification to lapse before June 30 of the following year, the employee shall reimburse the Town on a pro-rata basis.

Effective July 1, 2005, all regular full-time Superior Officers who are certified in the use of AED (Defibrillators) or who later obtain certification in the use of this equipment shall receive an annual sum of one thousand dollars (\$1,000) payable in bi-weekly increments. The Union agrees to hold the Town harmless for payment of the pro-rated portion of the AED stipend paid to an Officer who becomes certified after July 1 of each contract year. This hold harmless provision would also apply to an employee who loses his/her certification during the contract year or who leaves the employ of the Department during the contract year.

ARTICLE XIX
SPECIAL LEAVE

Upon approval of the Chief of Police, which approval shall not be unreasonably withheld, each employee shall be granted special leave with pay (known as "SWAPS") for a day on which he is able to secure another employee to work in his place, said special leave to be for an unusual occurrence or for some purpose not in the normal course of events. This leave will be allowed provided:

- (A) That the employee reduces his request to writing.
- (B) That the substitutions not impose an additional cost on the Town with regard to salary or payment of wages.
- (C) Substitution is within rank only.

- (D) The officer in charge of the shift in which the substitution shall take place be notified one (1) day prior to its becoming effective except in the case of an emergency, notification may be made on a shorter notice.
- (E) Neither the Town nor the Chief of Police is held responsible for enforcing any agreement between the employees.

ARTICLE XX
CAREER INCENTIVE PAY

Any full-time employee entitled to receive career incentive pay, in addition to his base salary will continue to receive such career incentive pay to which he is entitled as determined in accordance with the formula set forth in Massachusetts General Laws, Chapter 41, Section 108L.

The provisions of this Article XX, as amended, will apply to members of the unit who were employed by the Town on or before July 1, 2009. These members are eligible for a “Primary Education Incentive.”

(a) Primary Education Incentive (PEI) shall entitle members hired prior to July 1, 2009 and who had been receiving “Quinn Bill” benefits to receive the same benefit levels, in the same manner, regardless of whether the Town of Dedham is reimbursed any money from the Commonwealth, and regardless of whether M.G.L. Ch. 41, §108L, is ever repealed, amended, or insufficiently funded.

(b) Members who attain a higher degree under PEI (e.g. member having an Associate’s degree receives a Bachelor’s degree), shall be entitled to the higher associated benefit level, as was available to the member under the provisions of M.G.L. Ch. 41, §108L.

(c) Members employed on or before July 1, 2009 and who have enrolled in a program and registered for at least one course toward a degree in a program listed in Section “h” below on or before September 1, 2011, will remain eligible to receive benefits under PEI.

(d) Employees who transfer from another department where they had been included in an educational incentive program pursuant to M.G.L. Ch. 41 §108L shall be eligible for benefits under PEI.

(e) Any Member hired prior to July 1, 2009 who does not qualify for PEI as described above shall be eligible for the “Secondary Education Incentive.” Any Member hired after July 1, 2009, and is not eligible for PEI benefits in accordance with paragraph (f), shall only qualify for SEI.

(f) The Secondary Education Incentive (SEI) program shall entitle members who possess or attain college degrees during the course of their employment, an annual payment as follows: Associate’s degree or 60 credits toward a Baccalaureate degree shall qualify for an annual \$3,000 incentive payment; attainment of a Baccalaureate Degree shall qualify for an annual \$5,500 incentive payment; attainment of a Master’s Degree or a Juris Doctor Degree shall qualify for an annual \$8,000 incentive payment. The Member shall qualify for the pertinent

annual incentive payment provided that the qualifying degree is received by the Member prior to August 31 of each year. The pertinent annual incentive payment will be provided to the member in the first pay period during the month of October. These incentive payments are paid annually and are not to be calculated with other stipends, overtime payments or other base pay calculations.

Eligible Degrees for SEI-an Associate's, Bachelor's or Master's Degree in the following major concentrations shall be eligible for the secondary education incentive program:

Criminal Justice; Criminal Justice Administration; Criminology; Law Enforcement; Sociology; Psychology; Forensic Science; Public Administration; Political Science; and Computer Science.

A Juris Doctor degree is also an eligible degree and shall be treated as a Master's Degree for purposes of payment incentive under this Agreement.

Degrees shall have been awarded by a college or university listed in the database of the accredited post-secondary institutions and programs maintained by the U.S. Department of Education.

ARTICLE XXI
BARGAINING COMMITTEE SECURITY

The Town of Dedham agrees not to discharge or discriminate against employees covered by this Agreement because of legal authorized association activities.

ARTICLE XXII
SPECIALTY STIPENDS

An annual \$5,000 stipend will be paid on a weekly basis to the Executive Officer, an annual \$1,200 stipend will be paid to the Prosecutor and Detective Supervisor, and a \$500 stipend will be paid to those employees who are department certified in one or more of the following specialties: fingerprinting, photography, identikit. Compensation will be paid to only those employees who seek and receive certification with prior departmental authorization. Effective on July 1, 2010, a defibrillator stipend in the amount of \$1,300 will be paid to those employees certified in the use of a defibrillator. This stipend shall increase to \$1,500 on June 30, 2012.

ARTICLE XXIII
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, or

work stoppage by the Police 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 Police Department employees, either individually or as a union, may lawfully picket during their off-duty hours at places other than the Dedham Police Station.

ARTICLE XXIV **INJURED ON DUTY LEAVE**

Whenever a Superior Officer is incapacitated for duty because of an injury or illness sustained in the performance of duty without fault of his/her own, he/she shall be granted leave without loss of pay or benefits for the period of such incapacity in accordance with the provisions of Massachusetts General Laws, Chapter 41, Section 111F, and shall be indemnified for expenses of such injury or sickness in accordance with Section 100 of said Section.

Return to Duty: A member incapacitated from duty on account of injury or sickness incurred in the performance of the employee's duty shall be entitled to examination and treatment by a doctor of his/her own choice. His/her doctor shall be offered full opportunity to consult with the doctor designated as the Town doctor (who shall be a specialist in the field of the injury or sickness) prior to any determination by the Town doctor as the member's fitness to resume police duty. If the member's doctor and the Town's doctor disagree as to such "fitness," they shall thereupon, jointly, designate a doctor agreeable to both, who is a specialist in the field of injury or sickness incurred by the employee, whom at the Town's expense, shall examine the employee and render a written medical opinion as to the employee's fitness to return to duty, copies of which shall be transmitted by him to the Town's doctor, the employee's doctor, the injured employee, the Town Administrator and the Chief of Police. The third medical expert shall have access to all relevant medical records of the employee and his/her opinion shall be binding on all concerned. The employee shall continue to receive benefits in accordance with Chapter 41, Section 111F until a determination as to his/her ability to perform full duty or limited duty has been made.

Limited Duty:

1. An employee recovering from an incapacity covered by Chapter 41, Section 111F may be assigned by the Chief of Police, when determined by a physician(s) or when requested by the employee, to limited duty, not inconsistent with the employee's degree of recovery or recuperation.
2. Limited duty is intended to allow the Chief of Police, at his discretion, to assign incapacitated police sergeants and lieutenants who are capable of contributing to the work of the Police Department, to perform duties and responsibilities of their position consistent with the limitations of their injury or sickness resulting from within or outside their work. It is understood by the parties that this provision is not intended to be used as a means of punishment. The Chief of Police will not require an employee to report for limited duty and sit idly if there is no legitimate work available.

3. Limited duty tasks shall fall within the job description of the employee who is incapacitated. The Chief shall assign the employee to his/her regularly assigned shift unless the Chief and employee work out a mutually agreed upon alternative schedule.
4. A superior officer assigned to limited duty shall receive all the benefits of their position prior to their injury or sickness established by contract or law.
5. A superior officer's return to limited duty under this article shall not impair any right to injured leave status if from time to time their work related incapacity prevents the performance of limited duty. Similarly, any superior officer who sustains a work related injury or re-aggravation of a work related injury while performing limited duty will be eligible for injured leave in accordance with Chapter 41, Section 111F.
6. In the event a superior officer finds that the limited duty assignment has actually aggravated or retarded the healing of his/her injury, they may present medical evidence to that effect to the Chief of Police.
7. Employees, at their request, and at the discretion of the Chief of Police, who have been injured while not at work for the Town of Dedham, may also be eligible to perform limited duty tasks and receive contract benefits without pro-ration, subject to the medical procedures set forth in this Article. Such employees can remain in this status until medically cleared for full duty.

ARTICLE XXV
DRUG AND ALCOHOL TESTING POLICY

The parties agree to adopt the "Drug and Alcohol Testing Policy" shown as an attachment to this Agreement.

ARTICLE XXVI
WELLNESS PROGRAM

Subject to funding, the Town will agree to establish a wellness program effective July 1, 1998. The program guidelines and details will be jointly developed by the Chief of Police and union officials during the next several months, with necessary funds for implementation to be sought in the Fiscal 1999 operating budget. At a minimum, the program will have the following components:

1. The program will be voluntary.
2. The program will include health screening and testing every six (6) months at the cost of the Town.
3. The program will reimburse officers an amount not to exceed three hundred dollars (\$300.00) annually for health club membership fees, subject to a system being developed to verify regular and consistent exercise and maintenance or improvement of health condition.
4. The Wellness Benefit described above will not be available to any employee promoted after 7/01/2003.

In addition, effective July 1, 1998, all employees will be able to participate in a sick leave incentive plan, including cash payments not to exceed one hundred dollars (\$100.00) for each quarter of the year without any sick leave used, and an extra one hundred dollars (\$100.00) for a full year without the use of sick leave.

ARTICLE XXVII
PAY CHECKS

The employer has the exclusive authority to determine how and when pay checks will be issued. However, any change in the frequency of when paychecks will be issued will only occur after the employer notifies the Union at least two weeks prior to when such change will take place.

ARTICLE XXVIII
EFFECT OF AGREEMENT

- (A) This instrument constitutes the entire Agreement of the EMPLOYER and the ASSOCIATION arrived at as a result of collective bargaining negotiations.
- (B) The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the EMPLOYER and the ASSOCIATION for the life of this Agreement each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered by this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.
- (C) The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent with respect to future enforcement of all terms and conditions of this Agreement.
- (D) This Agreement is subject to the necessary funding at the Town Meeting.
- (E) This Agreement shall be in full force and effect from July 1, 2012 to and including June 30, 2015, and shall continue from year to year thereafter unless written notice by registered mail, of desire to cancel or terminate the Agreement is served by either party upon the other at least one hundred twenty (120) days prior to the date of expiration.
- (F) Where there is no such cancellation or termination notice that is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions to this Agreement, either party may serve upon the other a notice at least one hundred twenty (120) days prior to June 30, 2017 or June 30 of any subsequent contract year, advising that such party desires to revise or change terms or conditions of such agreement. This Agreement shall remain in full force and effect until such changes and revisions have been agreed upon.

IN WITNESS THEREOF, the parties, through their duly authorized representatives, have executed this Agreement on this _____ day of _____ 2015.

DEDHAM POLICE ASSOC. (Lts. & Sgts.)

BOARD OF SELECTMEN
