

TOWN OF DEDHAM  
FINANCE AND WARRANT COMMITTEE

**SUPPLEMENTAL REPORT &  
RECOMMENDATIONS FOR THE  
SPRING ANNUAL TOWN  
MEETING**

MONDAY, MAY 20, 2024 AT 7:00 P.M.  
TUESDAY, MAY 21, 2024 AT 7:00 P.M. (IF  
NEEDED) DEDHAM HIGH SCHOOL AUDITORIUM  
140 WHITING AVENUE, DEDHAM, MA 02026



TOWN OF  
**DEDHAM**  
MASSACHUSETTS

**Leon I. Goodwin, III**

Town Manager

☎ 781-751-9100

📍 450 Washington Street

🌐 [www.dedham-ma.gov](http://www.dedham-ma.gov)

**To:** Town Meeting Representatives

**From:** Leon I. Goodwin III, Town Manager

**Date:** May 3, 2024

**Re:** Article 2

### **I. Background**

The Town of Dedham is currently in negotiation with nine collective bargaining units including Town Hall, Police Patrol Officers, Police Superior Officers, Public Works Unit A, Public Works Unit B, Parks and Recreation, Library, Civilian Dispatch, and Firefighters. As of May 2, 2024, 3 collective bargaining units and the Select Board have ratified three-year contracts for the fiscal years 2025 through 2027. The Town's Management and Management Support employees have been awarded a Cost of Living Adjustment (COLA) for fiscal year 2025. Each contract must be ratified by the Select Board, recommended for funding by the Finance and Warrant Committee, and funded by Town Meeting. Negotiating on behalf of the Town under the general direction of the Select Board, the Town's Bargaining Team is comprised of the Town Manager, Human Resources Director, and Management Analyst.

### **II. Strategic Approach**

The Town's Bargaining Team used a two-part strategy for each negotiation: maintain external equity with neighboring and comparison towns and maintain internal equity between bargaining units. This universal approach ensures that the Town will have strong recruiting and retention, and that members of each bargaining unit will have equitable compensation packages.

The Town's Bargaining Team performed a salary survey of neighboring and comparison towns to inform salary proposals for each group. Following the direction of the Select Board, the Bargaining Team used pay scale adjustments to align salaries with the median of the comparison group and maintained equal Cost of Living Adjustments (COLA) for all units. Additionally, the Bargaining Team used each bargaining session as an opportunity to clarify contract language, increase operational efficiencies, and codify existing past practices where necessary.



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**III. Financial Impact**

The Finance and Warrant Committee’s recommended budget includes a \$900,000 salary reserve to fund all salary adjustments in FY25, including all contracts under negotiation. This amount was calculated using projected salary and COLA increases, however, the full cost could not be anticipated before contracts were finalized. At this time, the anticipated cost of all settled contracts for FY25, including salary increases and COLAs, is \$1,294,071. The yearly costs and major drivers are outlined in the table below.

Group	Year One FY2025	Year Two FY2026	Year Three FY2027	Notes
Dispatch	\$ 56,319	\$34,432	\$33,674	Market wage adjustment in years 1 and 2; adjustment of shift differential; COLA
Patrol	\$327,621	\$367,980	\$127,410	Market wage adjustment in years 1 and 2; adjustment of shift differential; COLA
Fire	\$683,953	\$239,265	\$163,943	Market wage adjustment in years 1 and 2; adjustment of shift differential; COLA
Management	\$103,773	\$106,041	\$107,487	COLA
Superior Officers	\$122,405	N/A	N/A	Market wage adjustment and COLA in year 1 only (based on contract language*)
<b>Total</b>	<b>\$ 1,294,071</b>	<b>\$ 747,718</b>	<b>\$ 432,514</b>	

\*Superior Officers receive compensation based on negotiated wages of the Patrolman

## ARTICLE TWO: PERSONNEL BYLAW CHANGES AND BARGAINING AGREEMENTS

**By the Select Board:** To see if the Town will vote to adopt changes in Schedule A (Classification Schedule), or Schedule B (Compensation Schedule), or Schedule C (Fringe Benefits) of the Personnel Wage and Salary Administration Plan; to act upon the recommendations of the Town Manager as to actions he deems advisable and necessary in order to maintain a fair and equitable pay level and compensation policy; to implement collective bargaining agreements listed below, the funding for which is included in the appropriate departmental budgets under Article Three:

- AFSCME, Local #362 (Library Staff Unit)
- Dedham Police Patrolman's Association, Massachusetts Coalition of Police, Local #448, AFL-CIO
- Dedham Police Association (Lieutenants & Sergeants)
- Dedham Firefighter's Association, Local 1735
- AFSCME, Local #362 (DPW- Unit A)
- AFSCME, Local #362 (DPW-Unit B)
- AFSCME, Local #362 (Town Hall)
- AFSCME, Local #362 (Parks)
- AFSCME, Local #362 (Civilian Dispatchers)

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

### RECOMMENDATION OF THE FINANCE AND WARRANT COMMITTEE

Recommendation at Town Meeting

### DESCRIPTION OF ARTICLE

Article 2 if approved, would authorize an appropriation to fund Collective Bargaining Agreements with Dedham Police Patrolman's Association, Dedham Firefighter's Association Local 1735 and AFSCME Local 362 Civilian Dispatch Employees for Fiscal Years 2025, 2026 and 2027, and fund Schedule B (compensation schedule) of the Personnel Wage and Salary Plan for non-union employees for Fiscal Year 2025.

**MEMORANDUM OF AGREEMENT  
BETWEEN THE  
TOWN OF DEDHAM  
AND THE  
DEDHAM POLICE PATROLMAN'S ASSOCIATION**

**April 30, 2024**

NOW COMES the Town of Dedham ("the Town") acting by and through its Select Board ("the Board") and the Dedham Police Patrolman's Association ("the Union") and for good and valuable consideration hereby agree as follows:

WHEREAS, the Town and the Union are parties to a Collective Bargaining Agreement expiring June 30, 2024 ("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 XIII Hours of Duty: Add wording that the pay week will change to a Monday through Sunday weekly pay and utilize an electronic scheduling/time system.

The Employer retains the right to schedule hours of duty in accordance with the work requirements of the Dedham Police Department. The work schedule must be posted at least two weeks in advance. **The normal workweek shall be Monday through Sunday. Police Officers shall be paid on a weekly basis. The Town reserves the right to utilize an electronic scheduling and/or payroll timesheet system.**

2. Article XIV, Vacation: Add 1 week of vacation to each category, capping at 5 weeks of vacation.

Vacation will be accrued each pay period the employee works any hours. The rate of vacation accrual for Patrol Officers shall be:

<u>Months of Service</u>	<u>Annual Vacation</u>	<u>Pay period Accrual</u>
0-48 months	2 3 weeks	3.0769 4.6153 hours
49-108 months	3 4 weeks	4.6153 6.1538 hours
109+-227 months	5 weeks	6.1538 7.6923 hours
<del>228-999 months</del>	<del>5 weeks</del>	<del>7.6923 hours</del>

3. Article XV Salary Schedule: Change the evening and midnight shift differentials from a dollar amount to a percentage. A new salary schedule shall be prepared and inserted into the successor agreement reflecting a market adjustment and an a cost of living adjustment of 3% effective July 1, 2024, an increase of 3% effective July 1, 2025, an increase of 3% effective 1, 2026.

Shift Differentials:

Officers working night shifts shall be paid a weekly night differential as follows:

	Evening Shift	Midnight Shift
<u>Effective Date</u>	<u>4PM-Midnight</u>	<u>Midnight-8AM</u>
July 1, 2007 2024	\$65 5%	\$90 6%

**Salary Schedule**

**Effective July 1, 2024 – includes 3% COLA**

Step	Hourly Rate	Annual Salary
1	29.39	61,137.18
2	31.07	64,621.96
3	32.84	68,305.64
4	34.71	72,198.88
5	36.69	76,314.42

**Salary Schedule**

**Effective July 1, 2025 – includes 3% COLA**

Step	Hourly Rate	Annual Salary
1	32.63	67,862.34
2	34.49	71,730.36
3	36.45	75,819.12
4	38.53	80,140.84
5	40.73	84,709.04

## Salary Schedule

Effective July 1, 2026 – includes 3% COLA

Step	Hourly Rate	Annual Salary
1	33.60	69,898.14
2	35.52	73,882.38
3	37.55	78,093.60
4	39.69	82,545.06
5	41.95	87,250.28

4. Article XIX, Holidays: Holidays shall be paid at 25% of weekly base pay

All Employees will be guaranteed twelve paid holidays. Said holidays to be as follows: New Year's Day, Martin Luther King Day, Presidents' Day, Patriot's Day, Memorial Day, Juneteenth (June 19), Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. Employees working from 4:00 PM on the eves of Independence Day, Thanksgiving Day, Christmas Day, and New Year's Day until 4:00 PM on Independence Day, Thanksgiving Day, Christmas Day, and New Year's Day shall be compensated time and one-half.

**Holiday pay shall be one-fourth (1/4) of the employee's weekly base salary.**

5. Article XXXIII, Wellness Program: Replace the current wellness program with the bold wellness information.

~~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.~~

**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. police officer tasks). Credited exercise time shall be limited to workouts that are performed at Safety Building or at the police officers' gym. Police Officers shall submit a form attesting to the minutes of physical exercise that they participated in either at their own personal gym or at the safety building.**

**Members shall participate in a minimum of thirty (30) minutes of exercise per day, for a minimum of forty-eight (48) days per year. Members shall produce a notice issued by their primary care physician indicating that they have completed an annual physical examination.**

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

**The Town of Dedham will cover for any officer who would like to have a cardio metabolic screening. The cardio metabolic screening will be offered to police officers every three years. Police officers will be offered a one-hour town paid visit with a psychological specialist of the town's choosing.**

**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.**

~~Effective July 1, 2018 the parties agree to establish a joint labor/management committee consisting of three (3) members of the bargaining unit and three (3) members appointed by the Town Manager. The Committee will research and review Wellness Plan options that enhance officer safety, physical and mental wellness and resiliency. The Committee will draft a new Wellness Plan to be presented to the Town Manager for consideration to replace the Wellness Plan incorporated in the prior agreement.~~

**6. Article XXIV, Educational Incentive Program: Add a sentence that educational incentive will be calculated on base wages.**

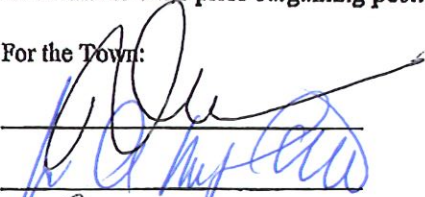
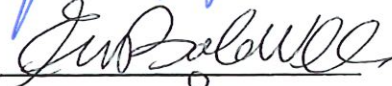

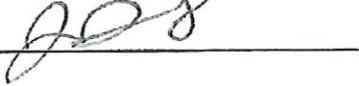
**Effective July 1, 2018, the Town will compensate all officers with eligible degrees under the Educational Incentive program at 10% of the officer's base salary for an Associate's degree, 20% of base salary for a Baccalaureate degree, and 25% of base salary for a Master's or Juris Doctor degree. Educational incentives will be calculated on an officer's base wages.**





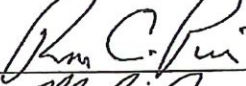
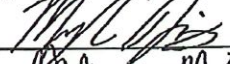

7. Upon ratification of this agreement and town meeting vote, police officers shall be removed from civil service and all wording pertaining to civil service will be removed from the contract.
8. **Effect of Agreement:** The provisions of the previous agreement shall be modified to reflect in the successor agreement a July 1, 2024 start date and a June 30, 2027 end date.

This Memorandum of Agreement shall be considered off-the-record until ratified by the Union's membership and the Select Board and, as applicable, funded by Town Meeting. The bargaining team shall sponsor and port 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:

  
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For the Union:

  
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**MEMORANDUM OF AGREEMENT  
BETWEEN THE  
TOWN OF DEDHAM  
AND THE  
DEDHAM FIREFIGHTERS' ASSOCIATION,  
LOCAL 1735, I.A.F.F.**

**May 1, 2024**

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

WHEREAS, the Town and the Union are parties to a Collective Bargaining Agreement that expired on June 30, 2024 ("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. Cost of Living Adjustment: 9% cost of living adjustment over three years. The salary schedule shall be adjusted to reflect a 3% cost of living adjustment on July 1, 2024, 3% cost of living adjustment on July 1, 2025, 3% cost of living adjustment on July 1, 2026.

2. Night Differential: Annual recurring night differential stipend equivalent to 6% of a member's base pay for all contractual and overtime purposes.

3. Pay Scale Reclassification: Replace step 1 with step 2 of a firefighters' annual salary. Add a new maximum step of 3.5% higher than the previous maximum step. There shall be a 3.5% step differential maintained between all firefighter steps.

4. Super Step: Effective July 1, 2024, all members with 15 or more years of service shall receive an additional 1.75% of compensation based upon their respective base pay as a super step. Effective July 1, 2025, the super step for all members with 15 or more years of service shall increase to a total of 3.5% annually. This shall occur annually and perpetually. The super step will become the new maximum step.

5. Call back pay: Employees called back to duty for the purpose of mutual aid or reasons other than mutual aid, shall be paid a minimum of four (4) hours of overtime.

6. Pay week: Members shall be paid on a weekly basis for the work week prior to the payroll week. Paychecks will be one week in arrears according to M.G.L. 41, Section 56.

7. Vacation Leave: Add clarifying wording. Vacation entitlement shall be determined as of July 1 of each year. Employees who have been employed for less than twelve (12) months as of July

first (1<sup>st</sup>) shall be granted pro-rated paid vacation leave after they have completed their 30-week probationary period. The pro-rated vacation leave allowance will be credited at the rate of 1/12 of the annual allotment for each complete calendar month of continued employment in the prior fiscal year, after the probationary period.

Add additional vacation wording: No more than five members per 24 hour shift shall be allowed to use vacation time simultaneously the five slots shall be filled as follows two offices and three firefighters or within 48 hours any member based on departments seniority may fill any vacant vacation slots.

8. Vehicle Assignments: All engine companies shall be staffed with a minimum of one (1) Lieutenant/Senior Out of Grade Firefighter and two (2) Firefighters. All ladder companies shall be staff with a minimum of one (1) Captain/Out of Grade Lieutenant and two (2) firefighters.

9. Education: The cost of all reasonably required materials, including textbooks, needed by a firefighter while enrolled in an accredited **college degree program** shall be borne by the town. ~~Effective July 1, 2005, all~~ All bargaining unit employees of the Fire Department who have successfully completed **college courses within any major currently accepted by Civil Service** accredited fire science course, ~~or~~ **recognized Civil Service Education and Experience** courses shall receive forty-five dollars (\$45) per credit hour earned for each credit hour for said course or courses. Current list of accepted Civil Service majors:

- Biochemical Science •Building Construction Engineering/Management •Business Administration •Business Management •Chemical Engineering •Chemistry •Civil Engineering
- Communications •Computer Science •Emergency Management •Executive/Organizational Leadership •Fire Administration •Fire Prevention Engineering •Fire Safety •Fire Service •Fire Science •Homeland Security/Security and Intelligence Studies •Nursing •Occupational Safety
- Paramedic Medicine •Public Administration •Psychology •Social Work •Structural Engineering

A construction supervisor license, plumbing, electrical or sprinkler fitter licenses shall be accepted as part of the educational incentive program and equivalent in compensation to Bachelor's degree of 120 credit hours.

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.

10. Sick and injured leave and health insurance: All members who file an injury and/or exposure form shall receive a signed copy from the Chief within 10 business days and the Chief shall send a signed copy to the retirement board directly.

11. Health and Wellness: Proactive cancer screenings shall be conducted on an annual basis by a mutually agreed upon set of vendor(s). Current vendors: Grail LLC (Galleri test) and United Diagnostics Services LLC. All costs shall be borne by the Town of Dedham.

12. New Article Labor/Management Committee:

Section 1: In order to provide a means for continuing communications between the parties and for promoting a climate of constructive employee relations, a Labor Management Committee shall be established consisting of: The Fire Chief and an internally selected committee of five (5) members of Dedham Firefighters Local 1735. The Executive Board shall select committee members.

Section 2. Dedham Firefighters Local 1735's Labor Management Committee shall participate in the following departmental processes:

- Employment and promotion
- Building of new fire apparatus
- Building of new fire stations

Section 3: The Labor Management Committee shall meet on a mutually agreed upon basis.

Section 4: Dedham Firefighters Local 1735 Labor Management Committee shall participate in the hiring of new employees and promotional exam selections/processes.

13. New Article Asher Training:

Section 1: On an annual basis, the Police and Fire Departments along with the town's EMS provider, shall participate in joint hands-on Active Shooter/Hostile Environment training based off of the ASHER training protocol and NFPA 3000 (2021, or as amended).

14. New Article Fire Academy Coverage:

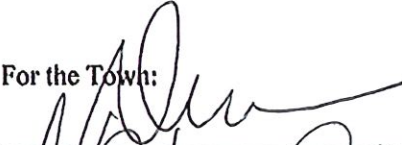
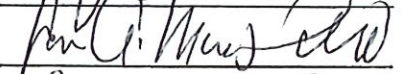
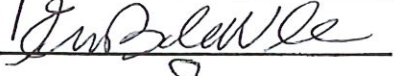


Section 1: All members enrolled in Fire Academy courses shall have Day Shift Only covered, regardless of other vacation, sick, military, injured or other extended leave, etc. that day.







Section 2: Members shall not receive training hours for any courses attended while out on Fire Academy coverage.

15. Adopt the Town's Parental Leave Policy. Allows 12 weeks of paid parental leave according to the policy adopted by the Select Board.

16. Three (3) year contract duration: July 1, 2024 – June 30, 2027

17. Staffing Levels: In the event that Department staffing levels exceed sixty-six (66) members, the Town and Union agree to reopen negotiations regarding minimum staffing levels.

For the Town:  
  
  
  
  


For the Union:  
  
  
  
  
  


**Salary Schedule – Firefighter**  
**Effective July 1, 2024 – includes 3% COLA**  
**Step 7 is attained after 15 years of service**

Step	Hourly Rate	Annual Salary
1	\$ 28.13	\$ 61,433.32
2	\$ 29.13	\$ 63,611.60
3	\$ 30.15	\$ 65,841.10
4	\$ 31.20	\$ 68,146.26
5	\$ 32.28	\$ 70,502.38
6	\$ 33.41	\$ 72,970.04
7	\$ 33.99	\$ 74,247.16

**Salary Schedule**  
**Effective July 1, 2025 – includes 3% COLA**  
**Step 7 is attained after 15 years of service**

Step	Hourly Rate	Annual Salary
1	\$ 28.97	\$ 63,276.46
2	\$ 30.00	\$ 65,520.00
3	\$ 31.05	\$ 67,816.32
4	\$ 32.14	\$ 70,190.64
5	\$ 33.25	\$ 72,617.22
6	\$ 34.41	\$ 75,158.98
7	\$ 35.62	\$ 77,789.66

**Salary Schedule**  
**Effective July 1, 2026 – includes 3% COLA**  
**Step 7 is attained after 15 years of service**

Step	Hourly Rate	Annual Salary
1	\$ 29.84	\$ 65,174.72
2	\$ 30.90	\$ 67,458.60
3	\$ 31.98	\$ 69,850.56
4	\$ 33.10	\$ 72,296.64
5	\$ 34.25	\$ 74,795.76
6	\$ 35.45	\$ 77,413.96
7	\$ 36.69	\$ 80,123.42

**Salary Schedule – Lieutenant & Fire Mechanic**  
**Effective July 1, 2024 – includes 3% COLA**

Step	Hourly Rate	Annual Salary
1	\$ 37.00	\$ 80,825.16
2	\$ 42.15	\$ 92,066.26

**Salary Schedule – Lieutenant & Fire Mechanic**  
**Effective July 1, 2025 – includes 3% COLA**

Step	Hourly Rate	Annual Salary
1	\$ 38.77	\$ 84,681.48
2	\$ 44.17	\$ 96,459.22

**Salary Schedule – Lieutenant & Fire Mechanic**  
**Effective July 1, 2026 – includes 3% COLA**

Step	Hourly Rate	Annual Salary
1	\$ 39.94	\$ 87,221.94
2	\$ 45.49	\$ 99,353.02

**Salary Schedule – Captain**  
**Effective July 1, 2024 – includes 3% COLA**

Step	Hourly Rate	Annual Salary
1	\$ 47.21	\$ 103,114.18

**Salary Schedule – Captain**  
**Effective July 1, 2025 – includes 3% COLA**

Step	Hourly Rate	Annual Salary
1	\$ 49.47	\$ 108,034.42

**Salary Schedule – Captain**  
**Effective July 1, 2026 – includes 3% COLA**

Step	Hourly Rate	Annual Salary
1	\$ 50.95	\$ 111,275.58

**Salary Schedule – Deputy Chief**  
**Effective July 1, 2024 – includes 3% COLA**

Step	Hourly Rate	Annual Salary
1	\$ 52.88	\$ 115,487.84

**Salary Schedule – Deputy Chief**  
**Effective July 1, 2025 – includes 3% COLA**

Step	Hourly Rate	Annual Salary
1	\$ 55.40	\$ 120,998.28

**Salary Schedule – Deputy Chief**  
**Effective July 1, 2026 – includes 3% COLA**

Step	Hourly Rate	Annual Salary
1	\$ 57.06	\$ 124,628.40

**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,  
DEDHAM CIVILIAN DISPATCH EMPLOYEES**

**April 2, 2024**

NOW COMES the Town of Dedham (“the Town”) acting by and through its Select Board (“the Board”) and the American Federation of State, County, and Municipal Employees, AFL-CIO State Council No. 93, Local 362, Dedham Civilian Dispatch Employees (“the Union”) and for good and valuable consideration hereby agree as follows:

WHEREAS, the Town and the Union are parties to a Collective Bargaining Agreement expiring June 30, 2024 (“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 3, Union Dues/Agency Fee: Add Janus vs. AFSCME wording and delete wording that is no longer applicable after the Supreme Court ruling.

Employees shall tender monthly membership dues by signing the Authorization of dues form. During the life of this Agreement and in accordance with the terms of the Form of Authorization for Check-Off of Dues hereinafter set forth, the EMPLOYER agrees to deduct UNION membership dues levied in accordance with the Constitution of the UNION from the pay of each employee who executes or has executed such form and remit the aggregate amount to the treasurer of the UNION, along with a list of employees who have had said dues deducted.

**Notwithstanding any language in the collective bargaining agreement to the contrary, the parties agree to conform their practices with respect to the collection of agency fees to the decision issued in 2018 by the Supreme Court of the United States in Janus v. AFSCME Council 31.**

~~In accordance with the provisions of Chapter 150E of the General Laws, all employees in the Bargaining Union (who are not members of the Union) shall, as a condition of employment, pay to the UNION, the exclusive Bargaining agent and Representative, an agency fee.~~

In consideration of the municipal EMPLOYER’S entering into this Collective Bargaining Agreement, ~~which Agreement includes an Agency Fee Service Provision,~~ the UNION hereby agrees to indemnify the said EMPLOYER and hold it harmless from any and all claims. Liabilities or costs to the EMPLOYER which arise out of the payroll deduction of agency service fees. These provisions shall go into effect as of the date that this contract is executed.

2. Article 8, Job Posting and Bidding: Add wording to clarifying that the job applicant process applies to the Human Resources Officer. Add and delete wording to clarify when employees shall receive a step increase. Changed the probationary period from 6 to 9 months. Add language to reflect an evaluation upon 6 months and added wording to solicit feedback for an informed decision about dismissal.



When a vacancy occurs within the bargaining unit and covered by this Agreement the EMPLOYER shall post such vacancy within thirty (30) days of the position being vacated. The methods of posting shall include system-wide email, posting on the bulletin boards located in the Police Department and the posting shall include a listing of the pay, duties and qualifications. A job may be posted later than the thirty-day limit provided that the Union and the Employer agree to waive the time limit and establish a new time limit. When a vacancy is posted, a copy of the posting shall also be given to the Chapter Chairman and the unit Steward. This notice of vacancy shall remain posted for ten (10) DAYS. Employees interested in the position shall apply in writing to the **Human Resources Town Manager's** Office within the posting period.

~~Any employee hired after the initial effective date of this Agreement who has worked in a pay grade for less than thirty (30) weeks before July 1 of any year will be eligible for a step raise on the following January 1 and, up to the maximum step of the grade, on any subsequent January 1 thereafter. Otherwise, all step raises for employees covered by this section will occur on July 1 of each year.~~

Any employee newly hired between July 1<sup>st</sup> and December 31<sup>st</sup> will receive a step increase on the following July 1<sup>st</sup>. Any employee hired between January 1<sup>st</sup> and June 30<sup>th</sup> will receive a step increase on January 1<sup>st</sup>.

A new employee or a promoted employee shall be given a ~~six-month~~ **nine-month** probation period in their new position. During the probation period, the employee shall be compensated at the applicable starting rate of pay. However, promoted employees shall be compensated at a rate which is equal to or greater than the employee's previous rate. If at the end of the probation period for promoted employees, it is determined that the employee is not qualified to perform the work of the higher level position, he or she shall be returned to his or her old position, and the job shall be re-posted. Under these circumstances, the determination of the person to fill the position shall rest with the EMPLOYER, however, said determination shall be subject to the grievance procedure. New employees who fail to meet the performance requirements of the position may be dismissed at any time during the probation period. **The new or promoted employee shall be given a 6 month evaluation during the probationary period. The employer will solicit coworker feedback regarding the new employee to make an informed decision about dismissal.** Said dismissal is not subject to the grievance procedure.

3. Article 11, Salary Schedule: Drop the first step and add two steps at the maximum. Adjust the salary schedule so that the steps are 3.5% between steps plus one senior step of 5% after 15 years of service. 3% cost of living adjustment on July 1, 2024, 3% cost of living adjustment on July 1, 2025, 3% cost of living adjustment on July 1, 2026.

**Effective July 1, 2024 (FY25) – 3%**

**Senior step is attained after 15 years of service**

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Senior Step
Civilian	<i>Hourly</i>	26.54	27.47	28.45	29.42	30.47	31.50	32.61	33.75	35.43
	<i>Biweekly</i>	2123.17	2197.40	2276.27	2353.30	2437.75	2520.26	2608.46	2699.76	2834.74
Dispatcher	<i>Annually</i>	55202.42	57132.40	59183.02	61185.80	63381.50	65526.76	67819.96	70193.76	73703.24
	<i>Hourly</i>	31.78	32.91	34.08	35.26	36.52	37.79	39.11	40.48	42.50
Dispatch Supervisor	<i>Biweekly</i>	2542.60	2632.62	2726.34	2821.00	2921.43	3022.86	3128.66	3238.15	3400.06
	<i>Annually</i>	66107.60	68488.12	70884.84	73346.00	75957.18	78594.36	81345.16	84191.90	88401.56

**Effective July 1, 2025 (FY26) – 3%**

**\*Senior step is attained after 15 years of service**

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Senior Step
Civilian Dispatcher	<i>Hourly</i>	27.34	28.29	29.31	30.30	31.39	32.45	33.58	34.76	36.50
	<i>Biweekly</i>	2186.86	2263.32	2344.56	2423.90	2510.89	2595.86	2686.72	2780.75	2919.78
	<i>Annually</i>	56858.36	58846.32	60958.56	63021.40	65283.14	67492.36	69854.72	72299.50	75914.28
Dispatch Supervisor	<i>Hourly</i>	32.74	33.89	35.10	36.32	37.61	38.92	40.28	41.69	43.78
	<i>Biweekly</i>	2618.88	2711.59	2808.14	2905.63	3009.07	3113.54	3222.51	3335.30	3502.06
	<i>Annually</i>	68090.88	70501.34	73011.64	75546.38	78235.82	80952.04	83785.26	86717.80	91053.56

**Effective July 1, 2026 (FY27) – 3%**

**\*Senior step is attained after 15 years of service**

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Senior Step
Civilian Dispatcher	<i>Hourly</i>	28.16	29.14	30.19	31.21	32.33	33.42	34.59	35.80	37.59
	<i>Biweekly</i>	2252.47	2331.22	2414.90	2496.62	2586.22	2673.74	2767.32	2864.18	3007.38
	<i>Annually</i>	58564.22	60611.72	62787.40	64912.12	67241.72	69517.24	71950.32	74468.68	78191.88
Dispatch Supervisor	<i>Hourly</i>	33.72	34.91	36.15	37.41	38.74	40.09	41.49	42.94	45.09
	<i>Biweekly</i>	2697.45	2792.94	2892.38	2992.80	3099.34	3206.95	3319.18	3435.35	3607.13
	<i>Annually</i>	70133.70	72616.44	75201.88	77812.80	80582.84	83380.70	86298.68	89319.10	93785.38

- Article 12, Hours of Work: Delete the date that is not needed for the paragraph. Increase the shift differential from 6% to 7% and allow the shift differential to apply to overtime shifts.

A normal work day consists of eight (8) consecutive hours. The regular hours of work for full-time employees shall be the same 4 days on and 2 days off work schedule ~~that was in place on June 30, 2003~~ and shall remain in effect throughout the duration of this Agreement. Upon the joint recommendation of the Police Chief and the Fire Chief, and with the approval of the Town Manager, the hours of work for employees in special situations may vary from the above guidelines. The hours of the Supervisor of Civilian Dispatchers will not be subject to regular shift assignments.

Employees whose regular shifts occur between the hours listed are entitled to receive a shift differential as noted for each hour worked on the shift:

<u>4:00PM-Midnight</u>	<u>Midnight-8AM</u>
Effective July 1, 2021-2024 6% 7% shift differential	6% 7% shift differential

This shift differential does not apply to overtime shifts.

5. Article 14, Vacations: Add wording about vacation time approval and a new vacation chart.

All regular, full-time employees of the Town are entitled to periods of vacation with pay. Vacation entitlement for individuals will be computed from the original date of hire provided such service has been continuous, without interruption except by authorization of the Town Manager. The Vacation Year shall be the same as the fiscal year of the Town, from July 1 through June 30 of the following year. Employees may carry over a maximum of five (5) vacation days into the following fiscal year. Compensation in lieu of vacation will not be approved. **All requests for vacation must be submitted to the Department Head/Dispatch Supervisor for approval.** ~~It is the responsibility of~~ The Department Head/Dispatch Supervisor retains discretion to approve or deny vacation requests based on the staffing needs of the department. **The decision to approve or deny vacation requests shall not be arbitrary or capricious.** ~~to ensure that vacations are taken within the "Vacation Year."~~ Vacation entitlements shall be based on the following table:

<u>Years of Service</u>	<u>Vacation Allowed</u>
6 months through 5 years	<del>2 weeks</del> 3 weeks
Over 5 years to 10 years	<del>3 weeks</del> 4 weeks
Over 10 years to 19 years	4 weeks 5 weeks
Over 19 years or more	
<del>Over 15 years</del>	<del>6 weeks</del> (union counter proposal)

6. Article 15, Longevity: Add wording to indicate how longevity payments are calculated that mirrors vacation wording. Increase the longevity payment in all categories as indicated in the table below:

Every regular full-time employee shall receive, in addition to his/her regular compensation the following annual longevity payments. **Longevity entitlement for individuals will be computed from the original date of hire provided such service has been continuous, without interruption except by authorization of the Town Manager.**

After five years of continuous employment	\$175 \$225
After ten years of continuous employment	\$275 \$345
After fifteen years of continuous employment	\$400 \$465
After twenty years of continuous employment	\$500 \$585
After twenty-five years of continuous employment	\$600 \$705
After thirty years of continuous employment	\$700 \$825
<b>After thirty-five years of continuous employment</b>	<b>\$945</b>

7. Article 16, Holidays: Add double time payment for Christmas eve at 11:30 pm until Christmas night at 11:30 pm.

The following days will be recognized as paid legal holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Patriots' Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and Christmas Day. If any of these days falls on a Saturday, the preceding Friday will be considered as the holiday. Holidays falling on a Sunday will be celebrated on Monday. ~~Dispatchers shall continue to receive holiday pay in the same manner as was practiced by the contract ending on June 30, 2026.~~ **Holiday pay shall be one-fourth (1/4) of the employee's weekly base salary.**

Dispatchers who work between the hours of ~~twelve-midnight~~ **11:30 pm** on Christmas Eve and ~~twelve Midnight~~ **11:30 pm** on Christmas Day shall be compensated at the rate of ~~one-and-one-half~~ **double time** their regular hourly rate of pay for each hour worked during that time period.

8. Article 17, Sick Leave: Change the wording for sick leave buy back.

Upon retirement or death, all full-time employees having accumulated **twenty-five (25)** ~~fifty (50)~~ sick days will be paid \$55.00 per day to a maximum of 100 days beyond the accumulated **twenty-five (25)** ~~fifty (50)~~ days or a maximum of five thousand five hundred dollars (\$5,500) or \$60.00 per day to a maximum of 100 days beyond the accumulated one hundred and ~~fifty (150)~~ **twenty-five (125)** days or a maximum of six thousand dollars (\$6,000).

<u>Sick days Accrued</u>	<u>Sick Leave Buy Back</u>
25 <del>50</del> sick days	\$0
26 – 125 <del>150</del> sick days	Sick leave accrued over 25 days will be paid @ \$55 per day up to a maximum of \$5,500 or;
126 – 225 <del>250</del> sick days	Sick leave accrued over 125 days @ \$60 per day up to a maximum of \$6,000

9. Article 20, Bereavement: Change the bereavement benefit according to the new chart.

In the event of a death in the immediate family of an employee, he/she will be granted leave with pay **according to the chart below**. Such leave shall not be charged to sick leave or vacation leave. ~~Four (4) days shall be granted for an employee's spouse, child, father, mother or person living in the employee's household; three (3) days for the employee's sister, brother, mother-in-law and father-in-law and grandchild; two (2) days only shall be granted for sister, brother, grandmother, grandfather, grandchild, son-in-law, or daughter-in-law. One (1) days only shall be granted for brother-in-law, sister-in-law, aunt, uncle, niece or nephew.~~

<b>Days</b>	
<b>6</b>	<b>Spouse, life partner, child,</b>
<b>5</b>	<b>Parent, person living in household</b>
<b>4</b>	<b>Sibling, parent-in-law, grandchild</b>
<b>3</b>	<b>Grandparent, child-in-law</b>
<b>2</b>	<b>Sibling-in-law, aunt, uncle, niece, nephew</b>

**If traveling out of state for the bereavement services, one additional day will be provided for each bereavement category that is listed above. If traveling out of the country for the bereavement services, two additional days will be provided for each bereavement category that is listed above.**

**In certain rare and special circumstances, the Town Manager may grant an extension of the leave of absence and allow the employee to use accrued time, not to exceed 10 workdays total, if such extension is deemed to be in the best interest of the employee and the Town of Dedham.**

10. Article 22, Parental Leave: Add new parental policy wording.

A maternity/adoption leave of ninety (90) days shall be granted to employees subject to and in conformity with the requirement of Chapter 149, Section 105D of the Mass General Laws.

**In the case of the birth, adoption or placement of a foster child, either parent may apply for a Parental -leave of absence. In order for Parental Leave to be paid, the employee must be employed by the Town of Dedham in a benefits-eligible position for at least twelve (12) consecutive months or fifty-two (52) consecutive weeks without any break in service; and have been in pay status for at least twelve hundred fifty (1,250) hours in**

the preceding 12-month period. When both new parents are employed by the Town, each eligible employee is separately entitled to up to twelve (12) weeks of Paid Parental Leave. Parental leave runs concurrently with FMLA leave

**If a parent does not qualify for paid parental leave as indicated above and according to Town of Dedham Parental Leave Policy, they may qualify for 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 Department Head 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.**

11. Article 25, Safety: Increase the clothing/shoe stipend to \$775.

If needed, all uniforms, protective clothing or protective devices shall be furnished to the employee by the EMPLOYER and shall be worn during working hours. The cost of maintaining the uniform or protective clothing in proper working condition shall be paid by the EMPLOYEE. The standards for uniforms will be established by the Joint Labor/Management Committee for civilian dispatchers. Every regular full-time employee covered by this agreement shall receive a clothing/shoe stipend of ~~six hundred twenty-five~~ **seven hundred and seventy-five** dollars (~~\$625~~) (**\$775**) per year for the purpose of purchasing the established uniform and shall be provided an annual cleaning allowance in the amount of eight hundred fifty dollars (\$850) to be used for the purposes of cleaning and laundering of the Civilian Dispatchers' uniforms. The cleaning allowance shall be paid in the first pay period of December. It is expressly agreed that the Department Head retains all management rights in setting and enforcing dress policies for the Department.

12. Article 26, Miscellaneous Provisions: Delete wording about paychecks distributed bi-weekly and add wording about paychecks being distributed weekly in arrears and a time recording procedure. Add wording to mirror our EEO statement about no discrimination.

**Pay Checks-** The Employer has the exclusive authority to determine the manner and method by which pay checks will be distributed to the employees. However, any change to the prevailing practice of distribution may only occur after written notice has been given to the Union at least thirty (30) days prior to the implementation of such change. ~~The Employer agrees that if the practice of distributing paychecks on a weekly basis changes to bi-weekly distribution, the paychecks will include information pertaining to the current amount of vacation, sick leave, personal leave available for the employees' use.~~ **Employees shall be paid on a weekly basis for the work week prior to the payroll week. Paychecks will be 1 week in arrears according to M.G.L. 41, Section 56. The Town reserves the right to install and maintain a time recording procedure or mechanism at each work location applicable to this bargaining unit, and to require all employees covered by this Agreement to use said time recording procedure or time clock when arriving at and leaving their respective work site.**

**No Discrimination –** The parties to this Agreement agree that they shall not discriminate against any person because of race, creed, color, sex, **gender identity, national origin, religion, age, sexual orientation, disability, pregnancy or pregnancy-related condition, genetic information or military status** and that all covered employees shall receive the full protection of this Agreement.

13. Article 28, Performance Evaluation System.: Change the date from 1998 to 2025.

The parties to this agreement agree to establish a performance evaluation system for all members of the bargaining unit effective January 1, ~~1998~~ **2025**. The system will be implemented as a means of improving job performance and increasing communication between supervisors and employees, and will not be used

as a basis for denying step raises or as a sole basis for disciplinary action. However, the results of such evaluations may be a source of reference during disciplinary proceedings by both management and employees. It is further agreed that employees will be entitled to attach their own written response to the evaluation forms placed in their personnel file. The Town Manager will work cooperatively with a union-appointed sub-committee to develop the evaluation instrument.

14. Article 30 Defibrillator Certification: Effective July 1, 2024 increase the stipend to \$500.

Effective July 1, 2005 2024 any regular, full-time Civilian Dispatcher who successfully completes a defibrillator certification course and maintains certification will receive an annual stipend of two five hundred fifty dollars (~~\$250~~) (\$500) annually paid in the first pay period of December.

15. Article 32 Small Necessities Leave Act: Replaced Article 32, Effects of Agreement with the Small Necessities Leave Act. Changed Article 32, Effect of Agreement to Article 33.

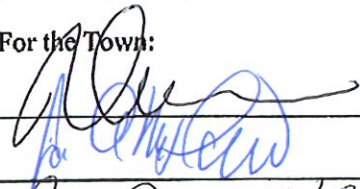
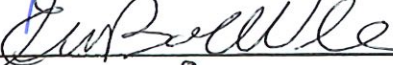


The Small Necessities Leave Act shall be granted to employees subject and in conformity with the requirements of Chapter 149, Section 52D of the Massachusetts General Law. Employees who qualify for the Family and Medical Leave Act may take off up to 24 hours in a twelve month period to:

- (1) participate in school activities directly related to the educational advancement of a son or daughter of the employee, such as parent-teacher conferences or interviewing for a new school;
- (2) accompany a son or daughter of the employee to routine medical or dental appointments, such as check-ups or vaccinations;
- (3) accompany an elderly relative of the employee to routine medical or dental appointments or appointments for other professional services related to the elder's care, such as interviewing at nursing or group homes.

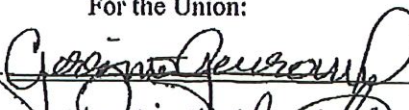



16. Article 33: Change the Article number of Article 32, Effects of Agreement to Article 33.

This Memorandum of Agreement shall be considered off-the-record until ratified by the Union's membership and the Select Board and, as applicable, funded by Town Meeting. The bargaining team shall sponsor and port 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:

  
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For the Union:

  
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Schedule B - Salary Plan FY25

NON-UNION

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
<b>Management Support Staff</b>										
1	\$ 43,769.61	\$ 45,082.71	\$ 46,435.18	\$ 47,828.24	\$ 49,263.09	\$ 50,740.98	\$ 52,263.21	\$ 53,831.11	\$ 55,446.04	\$ 57,109.42
2	\$ 52,523.54	\$ 54,099.25	\$ 55,722.23	\$ 57,393.89	\$ 59,115.71	\$ 60,889.18	\$ 62,715.86	\$ 64,597.33	\$ 66,535.25	\$ 68,531.31
3	\$ 63,028.24	\$ 64,919.10	\$ 66,866.66	\$ 68,872.67	\$ 70,938.84	\$ 73,067.02	\$ 75,259.03	\$ 77,516.80	\$ 79,839.15	\$ 82,237.57
<b>Management Staff</b>										
4	\$ 68,502.29	\$ 70,557.36	\$ 72,674.08	\$ 74,854.30	\$ 77,099.93	\$ 79,412.93	\$ 81,795.33	\$ 84,249.18	\$ 86,776.66	\$ 89,379.95
5	\$ 74,325.00	\$ 76,554.74	\$ 78,851.37	\$ 81,216.92	\$ 83,653.43	\$ 86,163.03	\$ 88,747.92	\$ 91,410.37	\$ 94,152.67	\$ 96,977.25
6	\$ 80,642.61	\$ 83,061.89	\$ 85,553.75	\$ 88,120.35	\$ 90,763.97	\$ 93,486.89	\$ 96,291.50	\$ 99,180.25	\$ 102,155.65	\$ 105,220.32
7	\$ 87,497.23	\$ 90,122.15	\$ 92,825.81	\$ 95,610.58	\$ 98,478.91	\$ 101,433.28	\$ 104,476.28	\$ 107,610.56	\$ 110,838.88	\$ 114,164.05
8	\$ 94,934.49	\$ 97,782.54	\$ 100,716.01	\$ 103,737.49	\$ 106,849.61	\$ 110,055.10	\$ 113,356.75	\$ 116,757.45	\$ 120,260.18	\$ 123,867.99
9	\$ 103,003.93	\$ 106,094.06	\$ 109,276.87	\$ 112,555.18	\$ 115,931.83	\$ 119,409.78	\$ 122,992.08	\$ 126,681.84	\$ 130,482.31	\$ 134,396.77
10	\$ 111,759.26	\$ 115,112.05	\$ 118,565.40	\$ 122,122.36	\$ 125,786.04	\$ 129,559.61	\$ 133,446.40	\$ 137,449.80	\$ 141,573.29	\$ 145,820.50
11	\$ 121,258.80	\$ 124,896.56	\$ 128,643.46	\$ 132,502.76	\$ 136,477.84	\$ 140,572.19	\$ 144,789.36	\$ 149,133.03	\$ 153,607.03	\$ 158,215.23
12	\$ 131,565.79	\$ 135,512.77	\$ 139,578.15	\$ 143,765.50	\$ 148,078.47	\$ 152,520.82	\$ 157,096.44	\$ 161,809.33	\$ 166,663.62	\$ 171,663.53
<b>Management Police</b>										
	\$ 175,918.19	\$ 181,195.73	\$ 186,631.61	\$ 192,230.56	\$ 197,997.47	\$ 203,937.38				