

**COLLECTIVE BARGAINING
AGREEMENT**

between

TOWN OF DEDHAM

and

**DEDHAM POLICE
PATROLMAN'S ASSOCIATION**

July 1, 2017 through June 30, 2020

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 Patrolman Association; "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. "Chief" means the Chief of the Dedham Police Department.

ARTICLE II
RECOGNITION

The Employer recognizes the Association in compliance with the decision of the Commonwealth of Massachusetts Labor Relations Commission, Case No. MCR-1007 and specifically recognizes the bargaining unit as set out therein and described as follows: "All police officers presently employed by the Dedham Police Department, excluding sergeants, lieutenants, Deputy Chief and the Chief of Police and further to exclude those persons designated as special police officers and as permanent, intermittent police officers."

ARTICLE III
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 (4) 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 (3) consecutive working days in the event of death of the Employee's brother, sister, grandparent and non-family resident in the household. Such Employee shall be granted two (2) working days in the event of the death of a grandchild. Such Employee shall be granted one (1) working day in the event of death of a sister-in-law, brother-in-law or aunt/uncle.

ARTICLE IV
SPECIAL LEAVE

Upon approval of the Chief or his designated representative, which approval shall not be unreasonably withheld, each Employee shall be granted special leave with pay for a day on which he/she is able to secure another Employee to work in his/her 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/her request to writing.
- (B) The substitutions do not impose an additional cost to the Town with regard to salary or payment of wages.
- (C) Substitution is within rank only.
- (D) The officer in charge of the division in which the substitution shall take place be notified one (1) day prior to its becoming effective. In the case of an emergency, notification may be made on a shorter notice.
- (E) Neither the Town nor the Chief is held responsible for enforcing any agreement between the Employees.

ARTICLE V
UNIFORMS AND EQUIPMENT

Each Officer shall be allowed an annual uniform replacement allowance in the amount of nine hundred seventy-five dollars (\$975) and 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 Patrol Officers' uniforms. The Cleaning allowance shall be paid as a lump sum the first pay period of December of each year, less usual and customary tax and other payroll deductions.

To be eligible for reimbursement under the uniform allowance, the item to be purchased must be part of one of the standard uniforms worn by Dedham patrol officers or the item must be approved for purchase in writing in advance by the Chief of Police or the Chief's designee and receipts for the amount to be reimbursed must be provided to the Town. No item purchased within six (6) months of an officer's retirement or voluntary separation from service shall be eligible for reimbursement under this Article.

ARTICLE VI
EXTRA PAID DETAILS

The following provisions shall govern the assignment of extra details to police officers where the detail is to be paid for by an outside individual, group, corporation or organization.

- (A) Assignment shall be made by the Chief or his/her representative on a rotating basis and will be distributed as evenly as practical among all police officers. A chart will be posted in the Police Department and will reflect the amount of details accepted and rejected by each police officer.
- (B) Details shall be offered to regular police officers prior to special officers.
- (C) Neither the Employer nor the Chief shall be in any way monetarily responsible for an uneven distribution of extra paid details.
- (D) 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, 2016:

- 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 \$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 a Patrol 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.

- (E) 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.
- (F) Extra paid detail compensation shall be calculated from start to finish without deducting time for meals or other causes.
- (G) Where construction, an event or other circumstance makes it prudent to control or direct traffic that work shall be considered to be work to be performed by a uniformed police officer to be paid pursuant to the terms of this article. This paragraph shall not apply to situations where persons other than police officers currently directing traffic, specifically including crossing guards or auxiliary police officers, nor shall it be read as modifying any existing management rights to direct on duty officers to direct traffic.

ARTICLE VII **OVERTIME**

All overtime will be first offered to Employees covered by this contract. The distribution of overtime will be in the same manner and using the same system as set out in Article VI dealing with extra paid details above.

All assigned, authorized or approved service outside or out of turn of an Employee's regularly scheduled tour of duty (other than paid police details), including service on an Employee's scheduled day off, or during his/her vacation, and service performed prior to the scheduled starting time for his/her regular tour of duty, and service performed subsequent to the scheduled time for conclusion

of his/her regular tour of duty shall be deemed overtime service subject to the following rules:

- (A) If an Employee who has left his/her place of employment or last duty assignment after having completed the work on his/her regular tour of duty is recalled to work, or if an Employee is so recalled on a scheduled day off or during his/her vacation, he/she shall be paid on an overtime basis for all such time and shall be guaranteed a minimum of four (4) hours of overtime recall pay. It is understood that the four (4) hour guarantee does not apply when an Employee is called in early to work prior to the normal starting time of his/her scheduled tour of duty and works continuously from the time he/she reports to his/her normal scheduled tour of duty, nor does it apply when an Employee is held beyond his/her normal tour of duty, in which event, such Employee shall receive overtime pay for only the actual time worked prior to the commencement of or subsequent to such tour.
- (B) An Employee who performs an overtime service in accordance with the provisions of this Agreement, shall receive, in addition to his/her regular weekly compensation, one and one-half his/her straight time hourly rate for each hour of overtime service. The straight time hourly rate shall be one-fortieth of an Employee's regular weekly compensation.
- (C) Nothing in this Article shall be construed to in any way prohibit the Chief from using special police officers to fill in any tour of duty.
- (D) Compensatory time shall be accumulated at the rate of one and one-half times the hours worked. Where a minimum applies, such as a four-hour minimum, compensatory time shall be one and one-half times the applicable minimum. Compensatory time may be accumulated up to six days, or such additional time as may be approved by the Chief. Color Guard participants may accumulate compensatory time in excess of six days.

ARTICLE VIII **SICK LEAVE**

- (A) All Employees shall be eligible for sick leave in an amount of fifteen days or one hundred twenty hours per year credited from the date of hire. Sick time will accrue at 4.6153 hours per pay period.
- (B) 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 General Laws, Chapter 41, Section 111F or quarantine by health authorities. Ten (10) working days in a fiscal year but not more than five (5) 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, parent, mother-in-law, father-in-law or members of the immediate household of the eligible Employee.
- (C) Two working days in a fiscal year for each Employee, not charged to sick leave, may be used for personal reasons. Employees must give 24 hours' notice, except in emergency situations; and will be allowed to take said leave only when there are no more than two

Employees on a shift out (this does not include injured leave).

- (D) Authority for the granting of sick leave, subject to the limitations described herein, and responsibility for the detailed accounting thereof, rests with the Chief. Departmental payrolls will be processed with sick time used. In the event that sick time is completely used up by the Employee, the Employee may charge unused vacation leave or personal time against sick leave upon the approval of the Chief.
- (E) A certificate from a physician chosen and paid for by the Town may be required by the Chief of Police for any absences in excess of (3) three consecutive working days and for absences in excess of eight (8) undocumented days in any calendar year.

An Officer who calls in sick shall not be eligible for Extra Work Assignments until he/she has completed his/her next regular tour of duty.

- (F) In the event that an Employee terminates employment for reasons other than retirement or death, there shall be no monetary value attached to accrued sick leave. All employees will be paid for unused sick days at a rate of \$50 per day, up to a maximum of 250 days, at retirement or to their estate upon their death.
- (G) Officers may donate one or more days of accumulated sick leave to an officer who has exhausted their accumulated sick leave. Donation of sick leave shall be voluntary. Only accumulated days may be donated. The officer receiving the donation of days may use the donated days only for days that they would be entitled to use their own sick leave if they had any sick leave left. The accumulated sick time of the donating officer shall be reduced by one day for each day donated, and the sick leave for the officer receiving the donation shall be credited by that number of days. The officer receiving the sick leave will be paid at their usual rate for each day used. Any donation to sick days to any single officer in excess of 75 days shall require the approval of the Police Chief.

ARTICLE IX **COURT TIME**

Any Employee on duty at night or on vacation, furlough or on a day off, attends as a witness or in other capacities in the performance of his/her duty for, or on behalf of the Commonwealth or the Town of Dedham, 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 conferences with a District Attorney or an Assistant District Attorney or at any pretrial conference or 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, County, Town, State or the Federal Government or subdivision or agency or 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 subdivision or agency of any of the foregoing or who attends as a witness or in another capacity in the performance of his/her 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 pretrial 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/she was in such attendance or appearance but in no event less than four (4) hours, such pay on an overtime basis. Whenever an Employee'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. The provisions of this Article shall also apply to employees who are on injured on-duty status, provided that the Department, in its discretion, may determine that the attendance of an employee on injured-on-duty status is not required. In such a case the Department shall notify that employee at least 24 hours in advance of the appearance day and shall not be obligated to pay the employee court time.

ARTICLE X
BUSINESS LEAVE

Members of the Association, not to exceed two (2), shall be allowed reasonable time off for negotiations or conferences with Town administration, when such negotiations or conferences are at a time when they are regularly scheduled to work. Said time off will be without loss of pay or benefits and without the requirement to make up said loss of time as a result of bargaining. It will, however, not impose any additional cost on the Town with regard to salaries or payment of wages.

ARTICLE XI
BARGAINING COMMITTEE SECURITY

The Employer agrees not to discriminate against Employees covered by this Agreement because of legal, authorized Association activities.

ARTICLE XII
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 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 further agreed by both parties that the implementation of Article XII, 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 XIII
HOURS OF DUTY

(A) Employees on shift assignments, except for the Juvenile Officer, Detail Officer, School Resource Officer, and Clerk shall be scheduled four (4) days of duty followed by two (2) days off. A normal work day consists of eight (8) consecutive hours.

(B) 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.

(C) The Employees are required to work overtime as a condition of employment.

ARTICLE XIV
VACATION

All Employees 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. It is the responsibility of the Chief to insure that vacations are taken. Employees accrue, but may not take, vacation time during the first six months of employment.

Whenever possible, vacation time off will be granted in accordance with the wishes of the Employee subject to the operating needs of the Employer. Vacation may be taken at any time throughout the year **in hourly increments**, or on a single-day or multi-day basis, unless an emergency exists. In the event of conflict among Employees in choice of vacation time, seniority shall be the determining factor. . Employees who desire to plan vacation time in advance may submit vacation requests for approval by March 30 of a calendar year for anytime through January 1 of the following year. Such requests will be reviewed and approved or denied based on the number of requests for a given day and seniority during the first week of April. Other vacation requests will be reviewed and approved or denied based on the number of requests for a given day and seniority two weeks prior to the date of the time off requested or upon receipt if requested within two weeks of the requested time off.

Upon request, a minimum of five (5) Employees per day, exclusive of those officers holding specialty positions (task force officer, detectives, SRO, juvenile officer, detail officer and clerk), shall be entitled to vacation on any day of the year.

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>Payperiod Accrual</u>
0-48 months	2 weeks	3.0769 hours
49-108 months	3 weeks	4.6153 hours
109-227 months	4 weeks	6.1538 hours
228-999 months	5 weeks	7.6923 hours

The accrual cycle is continual. Commencing eighteen (18) months from full ratification of this Agreement, once an officer reaches 150% of his/her annual vacation amount, the accrual will be suspended until the balance of accrued time dips below the 150% level when it will resume again until it hits the maximum allowed of 150% of the annual vacation amount.

ARTICLE XV
POLICE SALARY SCHEDULE

Section 1. The Town has the option of instituting a bi-weekly payroll system.

DEDHAM POLICE PATROL OFFICERS' COMPENSATION PLAN

Effective July 1, 2017 (FY2018)

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
HRLY	23.51	24.22	25.41	26.34	27.23	28.20	29.33
BIWKLY	1,881.08	1,937.66	2,032.78	2,107.40	2,178.74	2,255.82	2,346.02
YRLY	48,908.08	50,379.16	52,852.28	54,792.40	56,647.24	58,651.32	60,996.52

Effective July 1, 2018 (FY2019)

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
HRLY	23.98	24.71	25.92	26.87	27.78	28.76	29.91
BIWKLY	1,918.70	1,976.41	2,073.44	2,149.55	2,222.31	2,300.984	2,392.94
YRLY	49,886.24	51,386.74	53,909.33	55,888.25	57,780.18	59,824.35	62,216.45

Effective July 1, 2019 (FY2020)

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
HRLY	24.46	25.20	26.44	27.41	28.33	29.34	30.51
BIWKLY	1,957.08	2,015.94	2,114.90	2,192.54	2,266.76	2,346.96	2,440.80
YRLY	50,883.97	52,414.48	54,987.51	57,006.01	58,935.79	61,0250.83	63,460.78

Section 2 (A). Longevity:

Every Employee shall receive, in addition to his/her regular compensation, one-hundred-fifty dollars (\$150) per year after the first five years of continuous employment by the Employee, and, in addition, each such Employee shall receive eighty dollars (\$80) per year after each successive five-year period that he/she is employed by the Employer up to a maximum of six-hundred-thirty dollars (\$630) per year. Payments under this section shall be made in the first pay period of each fiscal year.

In years where an Employee becomes eligible for a higher payment under this section, then that additional payment shall be made in the first pay period following the Employee's anniversary date.

Section 2 (B) Longevity Days:

Every regular full time Employee will be entitled to, in addition to his/her entitled vacation, one (10) longevity day annually after the first five years of continuous employment by the Town, and, in addition, each such Employee will be entitled to one longevity day after each successive five-year period that he/she is employed by the Town up to a maximum of five days. All day(s) earned under this provision are available as of the first day of each fiscal year, but must be used in the same fiscal year in which they are earned. Any unused days shall not be carried forward into a subsequent fiscal year. However, use of such day(s) shall not result in the Department incurring overtime for the replacement of the person using time. In years where an Employee becomes eligible for an additional day under this section, then that additional day shall be available for use on the Employee's anniversary date. Employees will first be able to use these days on July 1, 2004.

Section 3 Shift Differentials:

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

Effective Date	Evening Shift 4PM-Midnight	Midnight Shift Midnight-8AM
July 1, 2005	\$55	\$70
July 1, 2006	\$60	\$80
July 1, 2007	\$65	\$90

These differentials shall only be paid to the Employees 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.

The parties agree that night differential compensation shall be issued to Patrol Officers on a bi-weekly basis.

Section 4: E.M.T.:

All regular full-time Employees who are currently registered and certified Emergency Medical Technicians shall receive a bonus of one thousand dollars (\$1,000) over the twenty-six pay periods, with the Union agreeing to hold the Town harmless in reimbursement to the Town of the pro-rata portion of the EMT stipend paid to an employee who loses his certification or leaves the employ of the Town.

Upon proof of recertification, the Town will reimburse E.M.T.s for the bi-annual

recertification fee, not to exceed \$150. Officers attending the required in person classroom EMT recertification training will be eligible for comp time at the rate of 1.5 times training time for the actual hours spent at training not to exceed the number of hours required of Massachusetts EMT's for bi-annual recertification. Officers assigned to regular shifts will be allowed to attend EMT recertification training so long as their attendance does not create the need for back fill overtime.

Section 5: Medical Device Compensation:

Effective July 1, 2014, all regular full-time Employees 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 five hundred dollars (\$1500) 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 Employee 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.

The Police Department may adopt an EPI-pen certification program, in which event, employees receiving this stipend shall also become and remain EPI-pen certified.

Section 6: Field Training Officer Stipend:

An officer assigned to serve as a regular Field Training Officer (FTO) shall receive a stipend of Two Hundred Dollars (\$200) upon successful completion of a full recruit class field training cycle. To be eligible for assignment as a FTO, an officer must first successfully complete FTO training. An officer must also be assigned to be a FTO by the Chief of Police or the Chief's designee. The selection of officers to serve as a FTO is a management right.

ARTICLE XVI
LEAVE OF ABSENCE

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

As required, Family Medical Leaves will be given to employees who qualify having a serious medical condition, a family member with a serious medical condition, a family member in the armed services injured in the line of duty or called to active duty and needs your support, or for the birth, adoption or placement of a foster child. The Town uses the rolling back twelve month basis for calculating eligibility. These FMLA leaves of absence are unpaid but run concurrently with paid time off using accrued time. If available, employees must use accrued paid time off concurrently with FMLA leave. Employees are responsible for completing and returning necessary documentation as requested.

In the case of the birth, adoption or placement of a foster child, either parent may apply

for an FMLA leave of absence. If both parents work within the bargaining unit, leave does not run concurrently but both may use FMLA within the first year of the child being in the family.

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

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

ARTICLE XVII **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/her absence, the Deputy Chief, shall meet with the Grievance Committee within seventy-two (72) hours from the time the grievance is presented to him/her, and he/she 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 Manager. The Town Manager shall meet with the Grievance Committee within seven (7) days to discuss the grievance, and it 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 within thirty (30) days of the Step 3 answer. Said submission will be made to the American Arbitration Association in accordance with its 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 of Civil Service Board shall not be subject to this grievance procedure.

ARTICLE XVIII
DISCIPLINARY ACTION

No permanent Employees shall be removed, dismissed, discharged, suspended or disciplined in any manner except for just cause. At any time where there is a hearing or interview in which the Employee's job is in jeopardy, he/she may have an opportunity to have an attorney and/or his/her Association representative present on his/her behalf if he/she so requests the same. The Employer shall not be financially responsible for the payment of the attorney.

ARTICLE XIX
HOLIDAYS

All Employees will be guaranteed eleven paid holidays. Said holidays to be as follows: New Year's Day, Martin Luther King Day, Presidents' Day, Patriot's 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 compensated time and one-half.

ARTICLE XX
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 By-Laws of the Town of Dedham. This Agreement shall at all times be applied in accordance with and subject to such laws and applicable votes of Town Meeting.

ARTICLE XXI
MANAGEMENT RESPONSIBILITY

The listing of the following specific rights of management in this Article is not intended to be nor shall be considered restrictive of or as a waiver of any of the rights of the Employer not listed here. Such inherent management responsibilities shall remain exclusively with the Employer.

(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 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 may be necessary to carry out the work of the Police Department.

(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, except as limited by this Agreement.

ARTICLE XXII **SENIORITY**

Each Employee shall have the right to pick a shift on which he/she will be permanently assigned based upon that Employee's seniority in the Police Department. The Employee with more seniority shall have preference over another Employee with less seniority. This pick shall be in force for a period of six (6) months. At the end of the six (6) month period and at the end of each consecutive six (6) month period, there shall be a new pick.

Seniority within the Dedham Police Department shall commence from the date of appointment as a regular full-time police officer within the Dedham Police Department. In the instance where (2) two or more officers are appointed on the same day, the officer appointed first by the appointing authority shall be senior.

Prior service with another agency or other than as a regular full-time police officer within the Dedham Police Department shall not be computed into seniority within the Dedham Police Department.

Seniority shall not be broken by vacation time, sick time, injury time, or any call to military service or by any other paid or unpaid leave.

If an employee resigns voluntarily he/she shall lose all seniority.

Any employee leaving the Dedham Police Department on a pension shall cease to accrue seniority within the Dedham Police Department as of the day their pension begins. If the employee later returns to active service within the Department, then they will be credited with the amount of seniority they had upon commencement of the pension. Additional seniority will accrue from the date they return to full time regular employment with the department.

Pre-Employment issues are between the prospective employee and the hiring authority.

Seniority on matters of Civil Service shall be determined in accordance with Chapter 31 of the Massachusetts General Laws.

ARTICLE XXIII **PERSONNEL FILES**

Employees will have the right, upon reasonable written request, to review the contents of their personnel files, including confidential communication, except for documents concerning attorney-

client relationships.

ARTICLE XXIV
EDUCATIONAL INCENTIVE PROGRAM

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.

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

1. Criminal Justice
2. Criminal Justice Administration
3. Criminology
4. Law Enforcement
5. Sociology
6. Psychology
7. Forensic Science
8. Public Administration
9. Political Science
10. 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 postsecondary institutions and programs maintained by the US Department of Education.

ARTICLE XXV
STRESS MANAGEMENT PROGRAM

The Employer agrees to provide stress management programs to handle Employee stress suffered by Employees as a direct or indirect result of the performance of their duties.

ARTICLE XXVI
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, except such amendments hereto as shall have been reduced to writing and signed by the parties.

(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 Agreements 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 of 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 they negotiated or signed this Agreement.

- (C) The waiver of any breach or condition of this Agreement by either party shall not constitute a precedence with respect to future enforcement of all terms and conditions of this Agreement.
- (D) This Agreement is subject to the necessary funding at a Town Meeting.

ARTICLE XXVII
DURATION CLAUSE

This Agreement shall be in effect from July 1, 2017 through June 30, 2020. Should either party or both parties desire to negotiate a new collective bargaining agreement for a successive year or years, such party or parties shall, on or before October 30, 2016, give notice in writing to the other party setting forth its desire to negotiate. Upon receipt of such notice, the parties shall make mutually satisfactory arrangements to engage in negotiations for a successor agreement. If a successor agreement is not reached prior to June 30, 2020, this Agreement shall remain in full force and effect until a successor agreement is reached.

In the event the Town voluntarily negotiates (i.e. agrees upon without the assistance or compulsion of a third-party such as a mediator, arbitrator, or the JLMC) a collective bargaining agreement with another bargaining unit (exclusive of those covering School Department employees) that provides for a wage increase higher than those provided for in paragraph 4., above, this agreement may be re-opened upon written notice from the Union to the Town for bargaining for the discussion of base wages only.

ARTICLE XXIII
UNION DUES AND AGENCY SERVICE FEES

Employees shall tender monthly membership dues by signing the Authorization of Dues form. During the term 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 who 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.

In accordance with the provisions of Chapter 150E of the General Laws, all employees in the bargaining unit shall, as a condition of employment, pay to the Union, the exclusive Bargaining Agent and Representative, an agency fee.

In consideration of the EMPLOYER'S entering into this Collective Bargaining Agreement, which Agreement includes an Agency Service Fee Provision, the UNION hereby agrees to indemnify the said EMPLOYER and hold it harmless from any and all claims, liabilities, or costs of the EMPLOYER which arise out of entering into or enforcement of said provisions which arise out of the payroll deduction of agency service fees.

ARTICLE XXIX
SPECIALTY STIPENDS

Annual stipends will be paid in the following amounts to those officers performing the following departmental functions: \$1,000 to Detective, Motorcycle Officer DARE/Safety Officer, and Juvenile Officer and Detail Officer; \$750 to Meter Officer and Police Clerk; \$300 to Equipment Officer. It is further agreed that the Department will post on a departmental bulletin board any vacancy in the above departmental functions. However, the Chief retains full authority to select the officer to perform the departmental function.

ARTICLE XXX
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 patrolmen, the Association 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 XXXI
INJURED ON DUTY LEAVE

Whenever a police officer is incapacitated for duty because of injury sustained in the performance of duty without fault of his own, he shall be granted leave without loss of pay for the period of such incapacity provided, however, that no such leave shall be granted for any period after such police officer 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 be paid only to the extent required by Massachusetts General Laws, Chapter 41, Section 111F, as amended, and that this section shall not limit any rights under this statute.

Further, no such paid leave shall be continued beyond a total of ten (10) calendar days in the event the physician designated by the appointing authority determines that the police officer is capable to performing limited police 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 police officer is capable of performing and may or may not assign the police officer 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.

An officer shall continue to receive paid leave for any period of time during which he is not offered limited duty police work which he is capable of performing. No officer regularly assigned to a position shall be involuntarily re-assigned in order to make limited duty available.

An officer who disagrees with the opinion of the physician designated by the appointing authority may, within ten days, submit an opinion from a physician of his own choosing. If that physician is of the opinion that the officer cannot permit the limited duty, then the appointing authority and the officer shall jointly agree on a third independent physician whose opinion shall be deemed controlling as to the issue of whether the officer can return to light duty work. Both the appointing authority and the officer's physician shall be Board certified, or otherwise be specialists or have expertise in the relevant area of injury or illness. Any determination that an officer can do limited duty, or return to work, shall be made only after a review of the specific duties the officer will be asked to perform, and shall give an opinion as to whether the officer can perform those specific tasks.

Upon request of the officer, the light duty provisions of this article, including the Chief's rights in Paragraph 2 shall also apply to an officer who is unable to perform full police duties due to an injury or illness not covered by M.G.L. Ch. 41, Sec. 111F, provided that the Chief shall not treat officers who are on sick leave seeking light duty differently from those who were injured on duty.

Most limited or light duty tasks will normally be in-house duties. The Chief will make reasonable efforts whenever possible to make assignments of light duty to the same shift as the officer is currently assigned. Limited duty assignments, however, will not normally be made to the midnight shift except for officers currently assigned to that shift.

If the police officer is determined as set forth above to be capable of returning to light duty and he is assigned to same and he does not report for same, his pay shall be discontinued provided that it shall not be discontinued if the issue of ability to return to work is being determined by reference to a third physician until such time as that physician's opinion is received. It is understood that assignments to light duty are temporary in nature and shall not extend beyond the period of disability.

The parties also agree to implement the provisions of the Early Intervention Program consistent with the statute and regulations of the Public Employee Retirement Administration Commission.

ARTICLE XXXII

DRUG AND ALCOHOL TESTING POLICY

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

ARTICLE XXXIII
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.

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.

ARTICLE XXXIV
DIRECT DEPOSIT

All paychecks will be issued by direct deposit. Any employee who is not currently paid via direct deposit will have 30 days from the effective date of the signing of the contract to set up an account for this purpose. All pay stubs will be delivered electronically.

ARTICLE XXXV
SERGEANT PROMOTIONS

Rank of Sergeant: The Town is authorized to use the weighted/graded assessment center option under delegation from and pursuant to the requirements of the Massachusetts Human Resources Division and testing standards generally accepted in the field for promotional purposes to the rank of Sergeant, provided that any such option shall contain, in addition, the following components:

1. The written exam component will be the written examination administered by the Human Resources Division. A list of all materials to be covered by the written exam, along with a list of recommended study materials, shall be provided to all members of the Department eligible to participate therein no later than six (6) months prior to the date of the exam or as soon as issued by the Human Resources Division. The written exam shall constitute forty percent (40%) of an applicant's final exam score.
2. The nature of the assessment center component of the test shall be determined by subject matter experts selected by the vendor to be relevant and material to the performance of the rank of Sergeant. The assessment center component shall constitute forty percent (40%) of an applicant's final test score.
3. Training and experience shall constitute twenty percent (20%) of applicant's final test score, and shall follow standard civil service protocols. Two (2) points are credited for Veteran's service or 25+ years of service as applicable in accordance with state statute.
4. The vendor will be procured and selected by the Town of Dedham following its standard procurement process. The chosen vendor will be responsible for the administration of the Assessment process.
5. The vendor will ensure that the scoring of all applicants for each test component will be identity blind so that the officer's performance will be the sole criteria used for scoring.
6. The vendor selected to produce the assessment center component of the exam will provide orientation on the types of assessment center exercises comprising the exam to all interested test applicants in advance of the testing in a manner that is fair and equal for all such applicants and at no cost to the applicant.
7. All officers retain their rights of appeal under civil service law with respect to the promotional process.

