



TOWN OF DEDHAM
FINANCE AND WARRANT COMMITTEE

REPORT & RECOMMENDATIONS FOR THE FALL ANNUAL TOWN MEETING

MONDAY, NOVEMBER 18, 2024 AT 7:00 P.M.
DEDHAM HIGH SCHOOL AUDITORIUM
140 WHITING AVENUE, DEDHAM, MA 02026

2024-2025 FINANCE AND WARRANT COMMITTEE

MEMBERS	PRECINCT	TERM ENDS
DAVE ROBERTS, CHAIR	3	2026
MICHELLE PERSSON REILLY, VICE CHAIR	7	2027
MIKE PATRIARCA	1	2027
SARAH SMEGAL	4	2025
KEVIN PRESTON	2	2025
CINDY BARICH	6	2026
LIZ O'DONNELL	5	2027
MIKE EMERY	AT-LARGE	2027
MICHAEL LEAHY	AT-LARGE (5)	2025

MODERATOR – DANIEL J. DRISCOLL (1993–PRESENT)

PAST MODERATOR – H. HOLTON WOOD (1964–1993)

PAST FINANCE AND WARRANT COMMITTEE CHAIRS

YEAR(S)	NAME
2021-PRESENT	DAVE ROBERTS
2018-2020	KEVIN PRESTON
2014-2017	JOHN HEFFERNAN
2012-2014	RUSSELL C. STAMM
2007-2012	DAVID N. MARTIN
2006-2007	MARK DRISCOLL
2002-2006	CHRISTOPHER E. MELLEN
2001-2002	WILLIAM A. PODOLSKI
2000-2001	VALERIE T. IRVING
1998-2000	CONSTANTINE P. CALLIONTZIS
1996-1998	PAUL G. JOYCE
1995-1996	FRANCIS T. KEALLY
1993-1995	RICHARD C. BREMER
1992-1993	DAVID E. KRUSZ
1991-1992	KEVIN E. YOUNG
1990-1991	JAMES A. MACDONALD
1989-1990	SANDRA A. LYNCH
1988-1989	JAMES V. HARRIGAN
1987-1988	STEPHEN P. RAHAVY
1986-1987	MARGOT C. PYLE
1985-1986	JAMES S. MCDONALD
1984-1985	FRANCIS J. SALLY
1983-1984	DAVID THIBODEAU
1981-1983	JOHN I. STANTON, JR.
1980-1981	ANTHONY THACHER

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2024 Fall Town Meeting Resource Page and Electronic Book

A digital copy of this book (along with links to recordings of public meetings, electronic voting instructions, informational videos, and more resources), can be found on the Town website:



www.dedham-ma.gov/2024FallTM



or scan the QR code to the right with your mobile device





TOWN OF
DEDHAM
MASSACHUSETTS

Town Moderator, Dan Driscoll

Dear Town Meeting Representative,

We have a relatively short Town Meeting Warrant, even by Fall Meeting standards.

The big issue continues to be the Oakdale School Project, Article 6. This Article is the culmination of several years of work by a host of participants, including primarily the School Committee, the School Superintendent and the School Building Rehabilitation Committee (SBRC). This Article asks Town Meeting to appropriate the funds needed to construct this new school on the site now containing the current Oakdale School. As you may know, the cost of this project will be heavily subsidized by the Massachusetts School Building Authority.

The By Law Review Committee has been busy this Fall and there are four proposed by law changes you will be asked to vote on including one by the Conservation Commission and a citizen petition that would allow Town boards to set hours of public use for Town parks and fields.

As always, I would like to thank the members of the Finance and Warrant Committee under the leadership of Chair Dave Roberts and Vice Chair Michelle Persson Reilly. The Committee, which has one representative from each District and two At Large members, has studied and held public hearings on every Article. Their recommendations are included in this Warrant Book. Their recommendations are just that, recommendations, and you are free to accept, reject or amend them.

Please feel free to contact me with any questions at djdriscoll29@gmail.com or 617-510-1797.

Thank you.

Dan Driscoll
Moderator



TOWN OF
DEDHAM
MASSACHUSETTS

Finance and Warrant Committee Chair, Dave Roberts

Dear Town Meeting Representatives and the Citizens of Dedham,

The Fall Town Meeting this year will consider what action should be taken on 15 warrant articles all of which fall within the jurisdiction of the Finance and Warrant Committee (FWC). The FWC recommendation on each of the 15 articles is presented for your consideration.

The FWC conducted four public hearings where we heard from the proponents and opponents, if any, of each article. In many instances, we have sought further information from Town officials. In particular, the Town Manager, Assistant Town Manager, Finance Director and Town Counsel. Each question posed by committee members was responded to by the respective Town official and provided valuable insight to assist with the FWC deliberations.

The recommendations of the FWC are contained at the end of each article. There are several articles I would like to highlight:

- Article 6 proposes that the Town vote to appropriate \$105,786,284 for the purpose of paying costs to construct, furnish and equip a new elementary school at the current location of Oakdale Elementary School. By an 8-0 vote, the FWC is recommending passage of Article 6.
- The warrant also includes four Bylaw Amendments (Articles 9-12) which propose substantive updates/changes to existing Bylaws. The FWC would like to acknowledge the efforts of the Bylaw Review Committee for their review and recommendations on said articles.
- Regarding Articles 4,7 and 8, the FWC will be making recommendations at Town Meeting.

On behalf of the FWC, I would like to recognize and thank the preparation, guidance and assistance of Town Manager Leon Goodwin, Assistant Town Manager Nancy Baker, Finance Director Brady Winsten and Assistant to Administration Doreen LaBrecque.

If you have any questions concerning any of our recommendations, please feel free to contact me at bostate72@gmail.com

Regards,
David Roberts, Chair
Finance and Warrant Committee

Note: All recommendations of the Finance and Warrant Committee are by unanimous vote.

ARTICLE ONE: 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 of the May 20, 2024 Spring Annual Town Meeting (FY'25 budget):

- 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

That the Town vote to fund the cost items of the first fiscal year of collective bargaining agreements between the Town and AFSCME Local #362 (Public Works Unit A and Unit B, Library Staff Unit, Town Hall and Parks) and Dedham Police Association (Lieutenants & Sergeants), for the period beginning on July 1, 2024 and ending on June 30, 2027, and the cost of plan changes, by raising and appropriating the sum of \$316,761 to the salary reserve account in the Fiscal Year 2025 operating budget; and, further, that the Director of Finance be authorized to thereafter apportion the same among the appropriate Fiscal Year 2025 line items accordingly.

DESCRIPTION OF ARTICLE

Article 1 would approve changes in Schedules A, B, and C (as described above) to the Personnel Wage and Salary Administration Plan for non-union employees and ratify collective bargaining agreements for unions, as applicable.

REFERENCE INFORMATION

- Town Manager Memo to Finance and Warrant Committee, dated October 24, 2024: Page A-11
- Memorandums of Agreement: Page A-13

ARTICLE TWO: LINE ITEM TRANSFERS FOR CURRENT FISCAL YEAR

By the Finance Committee: To see what sum of money the Town will vote to raise and appropriate or transfer from available funds to meet additional expenses of the current fiscal year not adequately funded under Article Three of the May 20, 2024 Spring Annual Town Meeting (FY'25 budget) or any other article thereof, or take any other action relative thereto. **Referred to Finance and Warrant Committee for study and report.**

RECOMMENDATION OF THE FINANCE AND WARRANT COMMITTEE

That the following sums of money, totaling \$49,906.75 be transferred from available funds as scheduled in the chart on the following page to meet additional expenses for the current fiscal year.

DESCRIPTION OF ARTICLE

Article 2 transfers money from one municipal account to another for the payment of additional expenses in the current fiscal year ending June 30, 2025.

REFERENCE INFORMATION

- Line Item Transfers Table on the next page

FROM (Decrease)						TO (Increase)					
Line #	Department Name	Code Description	Org	Obj	Amount	Line #	Department Name	Code Description	Org	Obj	Amount
1	Information Tech	IT Director	11335100	510155	\$ 25,000.00	1	Information Tech	Professional Services	11335700	530160	\$ 25,000.00
2	Information Tech	IT Director	11335100	510155	\$ 24,906.75	2	Information Tech	Professional Services	11335700	530160	\$ 24,906.75
LT #	Descriptions										
1	To supplement state grant funding for cybersecurity and disaster recovery projects.										
2	To repair a fiber break in the Town system.										

ARTICLE THREE: SPECIAL PURPOSE STABILIZATION FUNDS, APPROPRIATION

By the Director of Finance. To see what sum of money the Town will vote to appropriate from any special purpose fund, or from one or more special purpose stabilization funds, to one or more of the stated purposes for such funds to be expended at the direction of a specified officer or multiple member body of the Town, or take any other action relative thereto. **Referred to Finance and Warrant Committee for study and report.**

RECOMMENDATION OF THE FINANCE AND WARRANT COMMITTEE

That the sum of \$213,083.73 be appropriated from the Special Revenue Fund for Cable for Public, Education and Government ("PEG") programming, for the purpose of making a grant to the Dedham Visionary Access Corp. for PEG purposes and that the sum of \$174,708.66 be transferred from the Special Revenue Fund for Insurance payments to the School Facilities budget for the necessary restoration expenses.

DESCRIPTION OF ARTICLE

Article 3 authorizes an expenditure from two special revenue funds for the quarterly payment to Dedham Visionary Access Corp. (Dedham TV) from cable subscriber revenues paid to the Town and to fund restoration work at school facilities.

ARTICLE FOUR: PRIOR YEAR BILLS

By the Director of Finance: To see what sum of money the Town will vote to raise and appropriate or transfer from available funds for payment of outstanding bills of prior fiscal years, 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 4 appropriates funds which enables the Town to pay for prior year bills.

ARTICLE FIVE: DEPARTMENTAL REVOLVING FUNDS

By the Town Manager. To see if the Town will vote pursuant to G.L. c.44, §53E½ to establish an annual spending limit or limits for one or more revolving funds provided for under Section 39-39 of the General Bylaws, with such spending limit or limits to be in place from fiscal year to fiscal year unless earlier revised by Town Meeting, or take any other action relative thereto. **Referred to Finance and Warrant Committee for study and report.**

RECOMMENDATION OF THE FINANCE AND WARRANT COMMITTEE

That the annual expenditure limit for the Board of Health Programs Revolving Fund, as described in Section 39-39 of the General Bylaws, be increased from \$25,000 to \$35,000, with such amended expenditure limit to remain applicable from fiscal year to fiscal year until otherwise amended by Town Meeting prior to July 1 in any fiscal year.

DESCRIPTION OF ARTICLE

Article 5 allows for amendments to the expenditure limits and uses of the Board of Health Programs Revolving Funds.

REFERENCE INFORMATION

- MGL Chapter 44, Section 53E½ : Page A-10

ARTICLE SIX: OAKDALE ELEMENTARY SCHOOL BUILDING PROJECT

By the School Committee. To see if the Town will vote to raise and appropriate, borrow or transfer from available funds, an amount of money not to exceed \$105,786,284 to be expended under the direction of the Dedham School Building Rehabilitation Committee to construct, furnish and equip a new elementary school at the current location of the Oakdale Elementary School, 147 Cedar Street, Dedham, at Cedar Street and Madison Street, including the cost of demolition of the existing building and all other incidental and related costs, which school facility shall have an anticipated useful life as an educational facility for the instruction of school children of at least 50 years and for which the Town may be eligible for a school construction grant from the Massachusetts School Building Authority ("MSBA"); the Town acknowledges that the MSBA's grant program is a non-entitlement, discretionary program based on need, as determined by the MSBA, and any project costs the Town incurs in excess of any grant approved by and received from the MSBA shall be the sole responsibility of the Town; any grant that the Town may receive from the MSBA for the Project shall not exceed the lesser of (1) 47.21 percent (47.21%) of eligible, approved project costs, as determined by the MSBA, or (2) the total maximum grant amount determined by the MSBA, or take any other action relative thereto. **Referred to Finance and Warrant Committee for study and report.**

RECOMMENDATION OF THE FINANCE AND WARRANT COMMITTEE

That the Town vote to appropriate the sum of \$105,786,284 for the purpose of paying costs to construct, furnish and equip a new elementary school at the current location of the Oakdale Elementary School, 147 Cedar Street, Dedham, at Cedar Street and Madison Street, including demolition of the existing building and all other incidental and related costs (the "Project"), which school facility shall have an anticipated useful life as an educational facility for the instruction of school children of at least 50 years and for which the Town may be eligible for a school construction grant from the Massachusetts School Building Authority ("MSBA"); said amount to be expended under the direction of the Dedham School Building Rehabilitation Committee; to meet this appropriation, the Treasurer with the approval of the Select Board is authorized to borrow said amount under M.G.L. Chapter 44, or pursuant to any other enabling authority, and to issue bonds and notes of the Town therefor; the Town acknowledges that the MSBA's grant program is a non-entitlement, discretionary program based on need, as determined by the MSBA, and any project costs the Town incurs in excess of any grant approved by and received from the MSBA shall be the sole responsibility of the Town; any grant that the Town may receive from the MSBA for the Project shall not exceed the lesser of (1) 52.42 percent (52.42%) of eligible, approved project costs, as determined by the MSBA, or (2) the total maximum grant amount determined by the MSBA, provided that any appropriation hereunder shall be subject to and contingent upon an affirmative vote of the Town to exempt the amounts required for the payment of interest and principal on said borrowing from the limitations on taxes imposed by M.G.L. 59, Section 21C (Proposition 2½); and that the amount of borrowing authorized pursuant to this vote shall be reduced by any grant amount set forth in the Project Funding Agreement that may be executed between the Town and the MSBA.

ARTICLE SIX: OAKDALE ELEMENTARY SCHOOL BUILDING PROJECT - CONTINUED

DESCRIPTION OF ARTICLE

Article 6 would authorize up to \$\$105,786,284 for the construction of a new Oakdale Elementary School.

ARTICLE SEVEN: CAPITAL IMPROVEMENTS BUDGET

By the Director of Finance. To see what sum of money the Town will vote to raise and appropriate, transfer from available funds or borrow to implement capital improvements and capital projects, 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 7 funds capital improvement projects for FY2025.

ARTICLE EIGHT: FUNDS FOR LITIGATION - TOWN HALL PROJECT

By the Town Manager. To see what sum of money the Town will vote to raise and appropriate, transfer from available funds, or borrow, to pay additional costs of the town hall construction project resulting from a final judgment entered against the Town in litigation with respect to certain costs of the project, including all costs incidental or related thereto; to determine whether this appropriation shall be raised by borrowing or otherwise; or to 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 8 funds the remaining costs associated with litigation and final judgement from Town Hall project.

ARTICLE NINE: BYLAW AMENDMENT - TRESPASSING ON PUBLIC PARKS AFTER POSTED HOURS

By Precinct Five Town Meeting Representative James Maher. To see if the Town will vote to amend the Town of Dedham General By-laws by deleting Section 199-13 in its entirety and inserting in its place the following:

§199-13 Trespass prohibited upon certain property while closed.

A. The hours in which any park, playground, reservation, or other Town property ("Property") shall be open and closed shall be established from time to time by the custodian of the Property.

B. Trespass upon any Property while closed under the provisions of subsection A shall be subject to a fine of \$100.00 per violation and otherwise enforced in accordance with Section 1-6.

or take any other action relative thereto. Referred to By-law Review Committee and Finance and Warrant Committee for study and report.

RECOMMENDATION OF THE FINANCE AND WARRANT COMMITTEE

That it be so voted with the elimination of Section B.

DESCRIPTION OF ARTICLE

Article 9 authorizes the custodian of various parks, playgrounds, reservations, or other Town properties to set the hours of operation.

ARTICLE TEN: BYLAW AMENDMENT - WETLANDS PROTECTION

By the Town Manager. To see if the Town will vote to amend the General Bylaws, Chapter 271 (Wetlands Protection), by inserting the text shown below in **bold** and deleting the text shown in ~~strikethrough~~

Chapter 271 Wetlands Protection

- § 271-1. Purpose.
- § 271-2. Definitions.
- § 271-3. Jurisdiction.
- § 271-4. Exceptions.
- § 271-5. Application for permits and requests for determination.
- § 271-6. Notice and hearings.
- § 271-7. Coordination with other boards.
- § 271-8. Permits, determinations and conditions.
- § 271-9. Regulations
- § 271-10. Security.
- § 271-11. Enforcement.
- § 271-12. Burden of proof.
- § 271-13. Appeals.
- § 271-14. Relation to the wetlands protection act.
- § 271-15. Severability.
- § 271-16. Filing fee schedule for permits for work within the resource areas or one-hundred-foot buffer zone to any resource area protected by this by-law

[HISTORY: Adopted by the Town Meeting of the Town of Dedham as Ch. 28 of the 1996 By-laws; amended 11-18-2013STM by Art. 16. Subsequent amendments noted where applicable.]

GENERAL REFERENCES

~~Stormwater management — See Ch. 246.~~

§ 271-1. Purpose.

A. The purpose of the by-law is to protect the wetlands, related water resources and adjoining land areas in the Town of Dedham by controlling activities deemed by the Conservation Commission likely to have a significant or cumulative effect upon wetland values, including but not limited to the following: public or private water supply, groundwater, flood control, erosion and sedimentation control, storm damage prevention, water pollution prevention, fisheries, shellfish, wildlife habitat, recreation, aesthetics, agriculture and aquaculture values (collectively, "the resource area values protected by this by-law").

B. Nothing in this by-law is intended to replace the requirements of the Dedham Floodplain Zoning By-law. Any activity subject to the provisions of both by-laws must comply with the specifications of each.

§ 271-2. Definitions.

A. The following definitions shall apply in the interpretation and implementation of this by-law.

Article 10 continued on next page

ALTER — Includes, without limitation, the following activities when undertaken to upon, within or affecting resource areas protected by the by-law:

- (1) Removal, excavation or dredging of soil, sand, gravel, or aggregate materials of any kind;
- (2) Changing of preexisting drainage characteristics, flushing characteristic sedimentation patterns, flow patterns, or flood retention characteristics;
- (3) Drainage or other disturbance of water level or water table;
- (4) Dumping, discharging or filling with any material which may degrade water quality;
- (5) Placing of fill, or removal of material, which would alter elevation;
- (6) Driving of piles, erection or repair of buildings, or structures of any kind;
- (7) Placing of obstructions or objects in the water;
- (8) Destruction or alteration of plant life, including cutting of trees;
- (9) Changing water temperature, depth, flow rate, biochemical oxygen demand, or other physical or chemical characteristics of water;
- (10) Any activities, changes or work which may cause or tend to contribute to pollution of any body of water or groundwater;
- (11) Application of pesticides or herbicides.
- (12) Destruction or alteration of wildlife habitat.
- (13) Any work within 200 feet of any river as defined in the Massachusetts Rivers Act of 1996, as may be amended from time to time.

COMMISSION — The Dedham Conservation Commission.

PERSON — Includes any individual, group of individuals, association, partnership, corporation, company, business organization, trust, estate, the Commonwealth or political subdivision thereof to the extent subject to Town by-laws, administrative agency, public or quasi-public corporation or body, the Town of Dedham, and any other legal entity, its legal representatives, agents or assigns.

B. All other definitions as set forth in G.L. c.131, § 40 and ~~Massachusetts Regulation 310 CMR or~~ **310 CMR 10.00 et seq.** as amended from time to time ~~issued by the Department of Environmental Protection~~ are hereby made part of this by-law.

§ 271-3. Jurisdiction.

A. Except as permitted by the Conservation Commission or as provided in this by-law, no person shall remove, fill, dredge, or otherwise alter the following resource areas: any freshwater wetland **including but not limited to bordering vegetated wetlands and isolated wetlands**; marshes; wet meadows; bogs; swamps; **any vernal pool, including vernal pools not certified by the MassWildlife Natural Heritage & Endangered Species Programs**; banks; reservoirs; lakes; ponds; streams; creeks; beaches; lands under waterbodies; ~~lands subject to flooding or inundation by groundwater or surface water (collectively the "resource areas protected by this by-law" listed in this section);~~ lands within 100 feet of **any all** of the aforesaid resource areas ("**buffer zone**"); **lands subject to flooding or inundation by groundwater or surface water**; and areas within 200 feet of any **perennial rivers or streams ("Riverfront Area") (collectively the "resource areas protected by this by-law")** ~~waterbody which meets the definition of a "river" under the Massachusetts Wetlands Protection Act, G.L. c.131, § 40, Para. 14.~~ Said resource areas need not border surface waters in order to qualify for protection.

Article 10 continued on next page

B. No person shall dump material of any type within any resource area protected by this by-law, any public right-of-way or upon any publicly owned land. The Conservation Commission shall have the authority to enforce the cleanup of any such illegal dumping.
§ 271-4. Exceptions.

A. The permit and application required by this by-law shall not be required for maintaining, repairing, or replacing, but not substantially changing or enlarging, an existing and lawfully located structure or facility used in the service of the public to provide electric, gas, **sewer**, water, telephone, telegram or other communication services provided that written notice has been given to the Commission prior to the commencement of work. This exception shall not apply to the application of herbicides. The permit and application required by this by-law shall not be required for work performed for normal maintenance or improvement of land in agricultural use or in aquacultural use, ~~provided that written notice has been given to the Commission prior to the commencement of work.~~

B. The permit and application of this by-law shall not apply to emergency projects necessary for the protection of the health or safety of the public, provided that the work is to be performed by or has been ordered to be performed by an agency of the Commonwealth or a political subdivision thereof, provided that advance notice, oral or written, has been given to the Commission prior to the commencement of work or within 24 hours after commencement, provided that the following conditions are met:

- (1) The Conservation Commission or its agent certifies the work as an emergency project.
- (2) The work is performed only for the time and place certified by the Conservation Commission for the limited purposes necessary to abate the emergency.
- (3) Within 21 days of commencement of an emergency project a permit application shall be filed for review as provided by this by-law.
- (4) Upon failure to meet these and other requirements of the Commission, the Commission may, after notice and a public **meeting hearing**, revoke or modify an emergency project approval and order restoration and mitigation measures.

C. ~~Other than~~ **Except where otherwise** stated in this section, the ~~exceptions~~ **minor activity exemptions** provided in the ~~under the~~ Wetlands Protection Act (**G.L. c. 131, § 40**) and the ~~regulations promulgated pursuant thereto~~ (**310 CMR 10.00 et seq.**) shall ~~not apply to the wetland resource areas protected~~ under this by-law.

§ 271-5. Application for permits and requests for determination.

A. Written applications shall be filed with the Commission to perform activities regulated by this by-law affecting the resource areas protected by this by-law. The application shall include such information and plans as are deemed necessary by the Commission to describe proposed activities and their effects on the resource areas protected by this by-law. No activities shall commence without receiving and complying with a permit issued pursuant to this by-law.

B. Activities which require a Notice of Intent under this by-law but not under G.L. c.131, § 40 or as it may be amended from time to time may use the abbreviated Notice of Intent at the discretion of the Commission.

Article 10 continued on next page

C. The Commission may accept as the application and plans under this by-law the Notice of Intent and plans filed under the Wetlands Protection Act, G.L. c.131, § 40 as it may be amended from time to time **and 310 CMR 10.000, et seq., as amended.**

D. Any person desiring to know whether or not a proposed activity of **within** an area **subject to protection** is subject to the by-law, may in writing request a determination from the Commission. Such a request for determination shall contain data and plans specified by the regulations of the Commission. In the absence of regulations, the same notice, plans, and specifications required to be filed by an applicant under G.L. c.131, § 40, or as it may be amended from time to time, will be accepted as fulfilling the filing requirements of this by-law.

E. At the time of an application or request, the applicant shall pay a filing fee **as** specified in the ~~appended schedule located in § 271-16 of this by-law~~ **Commission's rules and regulations.** This fee is in addition to that required by the Wetlands Protection Act, G.L. Ch. 131, Sec. 40, or as it may be amended from time to time. **Fees are payable by check to the Town of Dedham at the time of request or filing and are not refundable.** The Commission may waive the filing fee and costs and expenses for an application or request filed by a government agency or when the Commission determines that a project serves an overwhelming public purpose.

§ 271-6. Notice and hearings.

A. Any person filing an application or a request for determination with the Commission shall ~~at the same time~~ give written notice thereof, by certified mail (**return receipt request**), **certificates of mailing**, or hand delivery to all abutters ~~according to the most recent records of the Assessors, including those across a traveled way or a body of water~~ **at their mailing addresses shown on the most recent applicable tax list of the assessors, including owners of land directly opposite any public or private street or way, and including abutters to the abutters within 300 feet of the site of the project or wetland, including any in another municipality or across a body of water.** The notice to abutters shall enclose a copy of the application or request, with plans, or shall state where copies may be examined and obtained by abutters free of charge. When a person requesting a determination is other than the owner, the request, the notice of the hearing and the determination itself shall be sent ~~by the Commission~~ to the owner as well as the person making the request. **An affidavit of the person providing such notice, with a copy of the notice mailed or delivered, shall be filed with the Commission. Notices shall be provided to abutters in accordance with G.L. c. 131, § 40, 310 CMR 10.00, et. seq., and any regulations promulgated by the Commission hereunder.**

B. The Commission shall ~~conduct~~ **hold** a public hearing ~~meeting~~ on any application or request for determination **of applicability**, with written notice given at the expense of the applicant, ~~Said notice shall be published~~ **by publishing said notice** at least five **business** days prior to the **meeting** hearing in a newspaper of general circulation in **the Town of Dedham.** **The Commission shall issue a determination of applicability within 21 days of the receipt of a complete application, unless the applicant agrees to an extension of that deadline.**

~~C. The Commission shall commence the public hearing within 21 days from receipt of a completed application or request for determination.~~

~~D. The Commission shall issue its permit or determination within 21 days of the close of the public hearing.~~

C. The Commission shall commence the public hearing within 21 days from the receipt of a completed Notice of Intent or Abbreviated Notice of Resource Area Delineation, unless the applicant agrees to an extension of the aforesaid public hearing commencement deadline in writing. The public hearing held under the Bylaw may be continued in the same manner and conditions as under the Wetlands Protection Act and Regulations.

ED. The Commission in its discretion may combine its hearing under this by-law with any hearing required to be conducted under the Wetlands Protection Act, G.L. c.131, § 40, or as amended from time to time.

~~F. The Commission shall have authority to continue the hearing to a date certain announced at the hearing, for reasons stated at the hearing, which may include receipt of additional information offered by the applicant or others, information and plans required of the applicant, deemed necessary by the Commission in its discretion, or comments and recommendations of boards and officials listed in § 271-7 of this by-law. In the event the applicant objects to a continuance or postponement, the hearing shall be closed and the Commission shall take action on such information as is available.~~

E. The Commission shall issue its Order of Conditions, Order of Resource Area Delineation, or its Determination of Applicability in writing within the time frame specified in G.L. c. 131, § 40, and 310 CMR 10.00, et seq., unless an extension is authorized in writing by the applicant.

§ 271-7. Coordination with other boards. [Amended 11-17-2014 ATM by Art. 18]

Any person filing a permit application or a request for determination with the eCommission shall ~~at the same time provide a copy thereof, by certified mail or hand delivery, to the Town Manager's Office, Board of Selectmen, Planning Board and other local departments and boards as deemed necessary by the Commission.~~ The applicant shall have the burden of satisfying the Commission that copies were mailed or delivered **provide a copy thereof by certified mail, electronic mail, or hand delivery to other boards, local departments, or town officials who may have jurisdiction over the proposed work.** The Commission shall not take final action until such boards and officials have had ~~44 days from receipt of~~ **at least 10 days notice** to file written comments and recommendations with the Commission, which the Commission shall take into account but which shall not be binding on the Commission. The applicant shall have the right receive any such comments and recommendations, and to respond to them at a hearing of the Commission prior to final action.

§ 271-8. Permits, determinations and conditions.

A. If the Commission after a public hearing determines that the activities which are the subject of the application are likely to have ~~an adverse or cumulative effect upon the resource areas~~ **a significant individual or cumulative adverse effect on the resource area values** protected by this by-law, the Commission, within 21 days of the close of the **public** hearing, shall issue or deny a permit for the activities requested.

Article 10 continued on next page

B. If a permit is issued ~~it issues a permit~~, the Commission shall impose conditions which the Commission deems necessary or desirable to protect those values, and all activities shall be carried out in accordance with those conditions.

C. Upon the issuance of a permit, ~~if it issues a permit (or (Order of Conditions), the Commission applicant~~ shall record it in the Registry of Deeds ~~of or the Land Court Registry District~~, and no work shall be undertaken until reimbursement of any costs is received by the Commission **written proof is submitted to the Commission that the permit was recorded.**

DB. The Commission is empowered to deny a permit for failure to meet the requirements of this by-law; for failure to submit necessary information or plans requested by the Commission; for failure to avoid or prevent unacceptable **significant individual or cumulative adverse effects upon the wetland values** ~~adverse or cumulative effects~~ upon the wetland values protected by this by-law; or where conditions are not adequate to protect those values, or if in the Commission's judgment such denial is necessary to preserve the environmental quality of the areas subject to this by-law.

E. In reviewing activities within the buffer zone, the Commission shall presume the buffer zone is important to the protection of other resource areas because activities undertaken in proximity have a high likelihood of adverse impact, either immediately, as a consequence of disturbance, or over time, as a consequence of daily operation or existence of the activities. These adverse impacts from construction and use can include, without limitation, erosion, siltation, loss of groundwater recharge, poor water quality, and loss of wildlife habitat. The Commission may establish, in its regulations, design specifications, performance standards, and other measures and safeguards, including setbacks, no-disturb areas, no-build areas, and other work limits for protection of such lands, including without limitation strips of continuous, undisturbed vegetative cover, unless the applicant convinces the Commission that the area or part of it may be disturbed without harm to the values protected by the bylaw.

FE. A permit shall expire three years from the date of issuance. Notwithstanding the above, the Commission in its discretion may issue a permit expiring five years from the date of issuance for recurring or maintenance work, provided that annual notification of time and location of work is given to the Commission. Any permit may be renewed **extended at the Commission's discretion for additional one to three year periods as deemed necessary** ~~once for an additional one-year period~~, provided that a request for renewal is received in writing by the Commission at least 30 days prior to expiration.

GD. The Commission is also empowered to revoke a permit which it has issued for failure to perform the permitted work in accordance with any conditions set forth by the Commission in the issued permit or for violations of the Wetlands Protection Act, Massachusetts General Law, Chapter 131, Section 40, or as amended from time to time, this by-law, or any other Local, State or Federal law or regulation. The Commission shall hold a public hearing for the purpose of revoking a permit. Such a public hearing will be advertised at least five working days prior to the hearing in a newspaper of general circulation in Dedham **at the permit-holder's expense.**

HE. The Commission in an appropriate case may combine the permit or other action on an application issued under this by-law with the Order of Conditions issued under the Wetlands Protection Act.

Article 10 continued on next page

§ 271-9. Regulations.

A. After public notice and public hearing, the Commission may promulgate rules and regulations to effectuate the purposes of this by-law. Failure by the Commission to promulgate such rules and regulations or a legal declaration of their invalidity by a court of law shall not act to suspend or invalidate the effect of this by-law.

B. At a minimum, these regulations shall reiterate the terms defined in this bylaw, define additional terms not inconsistent with the bylaw, and impose filing and consultant fees. The regulations may also include specific limitations on development within the buffer zone to any resource area protected hereunder, including but not limited to imposition of a No-Disturb Zone within the buffer zone.

§ 271-10. Security.

As part of a permit issued under this by-law, in addition to any security required by another municipal or state board, agency or official, the Commission may require that the performance and observance of the conditions imposed hereunder be secured wholly or in part by a proper bond or deposit of money or negotiable securities or the undertaking of financial responsibility sufficient in the opinion of the Commission, to be released in whole or in part upon issuance of a certificate of Compliance for work performed pursuant to the permit.

§ 271-11. Enforcement.

A. The Commission, its agents, officers, and employees shall have the authority to **request permission to** enter upon privately owned land for the purpose of performing their duties under this by-law and may make or cause to be made such examinations, surveys or sampling as the Commission deems necessary.

B. The Commission shall have the authority to enforce this by-law, its regulations and permits issued thereunder by violation notices, **administrative enforcement** orders, ~~in accordance with § 1-6 of these By-laws,~~ and/or civil and criminal court actions.

C. Upon request of the Commission, the Town Manager, ~~and Select Board~~ **Board of Selectmen** and the Town Counsel **may authorize Town Counsel to** ~~shall~~ take legal action for the enforcement under civil law. Upon request of the Commission the Chief of Police ~~shall~~ **may** take legal action for enforcement under criminal law. [Amended 11-17-2014 ATM by Art. 18]

D. Municipal boards and officers, including any police officer or other officer having police powers, shall have authority to assist the Commission in enforcement.

E. Whoever violates any provision of this bylaw, regulations hereunder, or permits issued hereunder, may be punished by a fine of \$300 per day per offense. Each day or portion thereof during which a violation continues shall constitute a separate offense, and each provision of the bylaw, regulations, or permit violated shall constitute a separate offense.

F. As an alternative to criminal prosecution in a specific case, the Commission may issue citations with specific penalties pursuant to the non-criminal disposition procedure set forth in G.L. Ch. 40 § 21D, which has been adopted by the Town under Section 1-6 of the General By-Laws.

Article 10 continued on next page

G. The following schedule of fines shall apply to violations enforced pursuant to non-criminal disposition procedures of G.L. c. 40, § 21D:

First violation:	Warning
Second violation:	\$100.00
Third violation:	\$200.00
Fourth and subsequent violations:	\$300.00

§ 271-12. Burden of proof.

The applicant for a permit shall have the burden of proving by a preponderance of the-credible evidence that the work proposed in the application will not have unacceptable adverse or cumulative effect on the resource areas protected by this by-law. Failure to provide adequate evidence to the Commission supporting this burden shall be sufficient cause for the Commission to deny a permit or grant a permit with conditions.

§ 271-13. Appeals.

A decision of the Commission shall be reviewable in the Superior Court in an action filed within 60 days thereof, in accordance with G.L. c.249, § 4.

§ 271-14. Relation to the ~~w~~**Wetlands p**Protection ~~a~~**Act**.

This by-law is adopted under the Home Rule Amendment of the Massachusetts Constitution and Home Rule statutes, independent of the Wetland Protection Act, G.L. c.131, § 40, or as it may be amended from time to time, and regulations thereunder.

§ 271-15. Severability.

The invalidity of any section or provision of this by-law shall not invalidate any other section or provision thereof, nor shall it invalidate any permit or determination which previously has been issued.

§ 271-16. Filing fee schedule for permits for work within the resource areas or one-hundred-foot buffer zone to any resource area protected by this by-law.

The Commission's authority to promulgate Regulations pursuant to Section 271-9 of this by-law shall include the authority to promulgate a filing fee schedule for permits for work within the resource areas or one-hundred-foot buffer zone to resource areas protected by this by-law.

~~A. Rules:~~

- ~~(1) Permit fees are payable at the time of application and are non-refundable.~~
- ~~(2) Permit fees shall be calculated by this Commission per schedule below.~~
- ~~(3) Town, County, State and Federal projects are exempt from fees.~~
- ~~(4) Failure to comply with the law after official notification shall result in fees twice those normally assessed.~~

~~B. Fees:~~

~~(1) Minor project (house additions, tennis court, swimming pool utility work, etc. associated with existing single-family dwelling): \$100 + \$1/square feet of resource area disturbed.~~

~~(2) Single-family dwelling, new construction: \$250 + \$1/square feet of resource area disturbed, 0.02/square feet land subject to flooding or 100 feet buffer zone or 200 feet riverfront area disturbed.~~

~~(3) Subdivisions (road and utilities only): \$250 + \$2/feet of roadway sideline within a resource area protected by this by-law and within 100 feet of any resource area protected by this by-law or 200 feet of a river as defined under the Massachusetts Rivers act.~~

~~(4) Multifamily Dwellings, Commercial and industrial projects: \$500 + \$1/square feet of resource area disturbed, 0.02/square feet land subject to flooding or 100 feet buffer zone or 200 feet riverfront area disturbed.~~

~~(5) Permit extensions. No Permit Extensions shall be permitted for Wetland Delineations~~

~~(a) Single-family dwelling or minor project: \$50 per year (maximum three years):~~

~~(b) Other: \$100 per year (maximum three years):~~

~~(6) Request for determinations of applicability: \$50~~

~~(7) Wetland delineation and delineation review: \$0.50 per linear foot of resource area delineated, to a maximum of \$100 per existing single-family dwelling.~~

~~(8) Control of nuisance vegetation, including aquatic vegetation: \$100 per acre of resource area proposed to be treated, including total water resource area and associated buffer zone. Minimum fee of \$150.~~

~~C. NOTE: These fees are in addition to the local portion of the state fee for Notices of Intent and Requests for Determination of applicability charged under G.L. c.131, § 40 and as it may be amended from time to time.~~

~~D. The above fee schedule may be reduced by the Conservation Commission. Any such change shall be made at a posted public hearing of the Commission not less than 30 days prior to the date upon which the change is to be effective, and copies thereof shall be posted in a conspicuous location in the office of the Conservation Commission and with other lists of fees available in the office of the Town Clerk.~~

~~or take any other action relative thereto. **Referred to By-law Review Committee and Finance and Warrant Committee for study and report.**~~

**RECOMMENDATION OF
THE FINANCE AND
WARRANT COMMITTEE**

That it be so voted with the language changes shown in strikethrough and/or **red** below:

DESCRIPTION OF ARTICLE

Article 10 provides more clarity on the Conservation Commission's jurisdiction, permit processes and requirements, and will correct outdated language, typographical errors, and unclear procedures.

**REFERENCE
INFORMATION**

- Frequently Asked Questions: Page A-69

§ 271-4. Exceptions.

(4) Upon failure to meet these and other requirements of the Commission, the Commission may, after notice and a public ~~meeting~~ **hearing**, revoke or modify an emergency project approval and order restoration and mitigation measures.

§ 271-6. Notice and hearings.

B. The Commission ~~shall conduct~~ **hold** a public ~~meeting~~ **hearing** on any application or request for determination **of applicability**, with written notice given at the expense of the applicant, ~~Said notice shall be published~~ **by publishing said notice** at least five **business** days prior to the ~~meeting~~ **hearing** in a newspaper of general circulation in **the Town of Dedham**. **The Commission shall issue a determination of applicability within 21 days of the receipt of a complete application, unless the applicant agrees to an extension of that deadline.**

§ 271-7. Coordination with other boards. [Amended 11-17-2014 ATM by Art. 18]

Any person filing a permit application or a request for determination with the ~~e~~Commission shall ~~at the same time provide a copy thereof, by certified mail or hand delivery, to the Town Manager's Office, Board of Selectmen, Planning Board and other local departments and boards as deemed necessary by the Commission. The applicant shall have the burden of satisfying the Commission that copies were mailed or delivered~~ **provide a copy thereof by certified mail, electronic mail, or hand delivery to other boards, local departments, or town officials who may have jurisdiction over the proposed work.**

ARTICLE ELEVEN: BYLAW AMENDMENT - COLLECTIVE BARGAINING AGREEMENTS TO FINANCE AND WARRANT COMMITTEE (REMOVE PROVISION WAIVER)

By Library Trustee Brian Keaney. To see if the Town will vote to amend the General Bylaws, Chapter 85 (Town Meetings) by deleting the text shown in ~~strikethrough~~:

§85-29 Collective bargaining agreements to be included in report of Finance and Warrant Committee

The Town Meeting shall not vote upon any action to implement a collective bargaining agreement which has not been included in the report of the Finance and Warrant Committee in accordance with the requirements of § 85-6 of this chapter, unless at least 14 days prior to the vote all Town Meeting Members have been otherwise furnished a copy of the agreement and of the recommendation of the Finance and Warrant Committee or of any Town officer, board, department or committee responsible therefor as to action by the Town Meeting. ~~This provision may be waived in any instance by a vote of at least 2/3 of the Town Meeting Members present and voting.~~ Or take any other action relative thereto.

Referred to Bylaw Review Committee and Finance and Warrant Committee for study and report.

RECOMMENDATION OF THE FINANCE AND WARRANT COMMITTEE

That it be indefinitely postponed.

DESCRIPTION OF ARTICLE

Article 11 would remove the ability to waive the 14 day provision with a 2/3 vote of Town Meeting.

ARTICLE TWELVE: BYLAW AMENDMENT - COLLECTIVE BARGAINING AGREEMENTS TO FINANCE AND WARRANT COMMITTEE (DELETE SECTION)

By Library Trustee Brian Keaney. To see if the Town will vote to amend the General Bylaws, Chapter 85 (Town Meetings) by deleting §85-29 in its entirety:

§85-29 Collective bargaining agreements to be included in report of Finance and Warrant Committee

~~The Town Meeting shall not vote upon any action to implement a collective bargaining agreement which has not been included in the report of the Finance and Warrant Committee in accordance with the requirements of § 85-6 of this chapter, unless at least 14 days prior to the vote all Town Meeting Members have been otherwise furnished a copy of the agreement and of the recommendation of the Finance and Warrant Committee or of any Town officer, board, department or committee responsible therefor as to action by the Town Meeting. This provision may be waived in any instance by a vote of at least 2/3 of the Town Meeting Members present and voting. Or take any other action relative thereto.~~
Referred to Bylaw Review Committee and Finance and Warrant Committee for study and report.

RECOMMENDATION OF THE FINANCE AND WARRANT COMMITTEE

That it be indefinitely postponed.

DESCRIPTION OF ARTICLE

Article 12 would remove Section 85-29 in its entirety from the Town bylaw.

ARTICLE THIRTEEN: PETITION TO AMEND TOWN CHARTER - REMOVALS AND SUSPENSIONS

By Town Meeting Representatives Drew Pepoli (Precinct 7) and Andrew Czazasty (Precinct 7). To see if the Town will vote to authorize the Select Board to petition the Massachusetts General Court to amend Section 6-6 of the Town Charter, by deleting the language shown in strikethrough and inserting the words in **bold**:

SECTION 6-6 Removals and Suspensions

(a) Any appointed town officer, member of a multiple member body **not appointed by the town moderator**, or employee of the town, not subject to the civil service laws, a collective bargaining agreement or contract to the contrary, and whether appointed for a fixed or indefinite term, shall be subject to suspension, termination or removal by the appointing authority for cause in accordance with a procedure set forth in the town's personnel by-laws, if any, or otherwise as the appointing authority, with the approval of the town manager, determines to be in the best interests of the town. Nothing in this section shall be construed as granting a right to such a hearing when a person who has been appointed for a fixed term is not reappointed when the original term expires.

(b) Any member of a multiple member body appointed by the town moderator, and whether appointed for a fixed or indefinite term, shall be subject to removal in accordance with either procedure set forth below:

1. By the town moderator for cause in accordance with a procedure set forth in the town's personnel by-laws, if any, or otherwise as the town moderator, with the approval of the town manager, determines to be in the best interests of the town.

2. By the Select Board for cause pursuant to a process initiated by a resident or official of the Town of Dedham, as follows:

i. A written complaint shall be submitted to the town clerk by any registered voter or town official;

ii. The complaint must specify the name of the appointee whose removal is sought, the multiple-member body on which they serve, and the reason for seeking removal;

iii. The complaint must be signed by a minimum of 200 registered voters , with no fewer than 20 signatures from each precinct of the town, and identify a "lead complainant" for purposes of this section 6-6(b)(2).

iv. Upon filing of the complaint by the lead complainant, the town clerk shall review and certify the signatures of registered voters. If the complaint has been signed by the requisite number of registered voters, the town clerk shall forward the complaint to the Select Board.

Article 13 continued on next page

v. Upon receipt of the complaint from the town clerk, the Select Board shall provide the person whose removal is sought with the opportunity for a hearing, to be held within 30 days. The appointed member in question shall be notified in writing at least 15 days before the hearing date. Provided, however, that if the person whose removal is sought resigns before the date of the hearing, the hearing shall not proceed.

vi. The hearing, conducted by the Select Board, will include opportunities for the lead complainant and the appointee to present evidence and sworn testimony.

vii. Following the hearing, and before it makes a decision, the Select Board shall consider the evidence presented and determine whether that evidence demonstrates one or more of the following criteria, which shall constitute "cause" for purposes of this Section 6-6(b)(2): 1) misconduct or unethical behavior, 2) incompetence or neglect of duty, 3) failure to attend meetings regularly, 4) violation of town by-laws or policies, or 5) conviction of a felony.

viii. The Select Board shall issue a written decision within 10 days of the hearing and the decision will be communicated to the appointed member, the complainant, and the town clerk. If the individual is removed, the decision will specify the effective date of removal which shall not be more than 30 days from the issuance of the written decision.

Provided, however that the General Court may make clerical or editorial changes of form only to the bill, unless the Select Board approves amendments to the bill before enactment by the General Court, and that the Select Board is authorized to approve amendments which shall be within the scope of the general public objectives of the petition; or take any other action relative thereto. **Referred to Finance and Warrant Committee for study and report.**

**RECOMMENDATION OF
THE FINANCE AND
WARRANT COMMITTEE**

That it be indefinitely postponed.

**DESCRIPTION OF
ARTICLE**

Article 13 would authorize the Select Board to petition to the State to amend Town Charter to update existing provisions for the suspension and removal of appointed Town officials.

ARTICLE FOURTEEN: TRANSFER PORTION OF SCHOOL PROPERTY

By the Town Manager at the request of the Director of Engineering. To see if the Town will vote to transfer from the School Committee for school purposes to the Select Board for the purpose of permanently maintaining a public sidewalk and related improvements thereon consistent with continued use for school access purposes, the care, custody, management and control of that portion of the Avery Elementary School property at 140 Whiting Avenue depicted as "Parcel E-1" on the plan entitled: "Massachusetts Department of Transportation Highway Division Plan and Profile of Improvements at Avery Elementary School in the Town of Dedham Norfolk County Preliminary Right of Way Plans," dated 8/19/2024, as that plan may be amended, or take any other action relative thereto. **Referred to Finance and Warrant Committee for study and report.**

RECOMMENDATION OF THE FINANCE AND WARRANT COMMITTEE

That it be so voted.

DESCRIPTION OF ARTICLE

Article 14 would transfer portion of Avery Elementary School property from School Committee to Select Board for maintenance and related improvements.

ARTICLE FIFTEEN: ALTERATION OF PUBLIC WAY - PINE STREET

By the Select Board. To see if the Town will vote to accept the alteration of the layout of Pine Street, a public town way in the Town, in the manner ordered by the Select Board and placed on file with the Town Clerk as required by law; and further to authorize the Select Board to dispose of any interests the Town may hold in land removed from the layout of Pine Street by this alteration or at any time in the past, all upon such terms and conditions and for such consideration as the Select Board deems appropriate, or take any other action relative thereto. **Referred to Finance and Warrant Committee for study and report.**

RECOMMENDATION OF THE FINANCE AND WARRANT COMMITTEE

That the Town vote to accept the alteration of the layout of Pine Street, a public town way in the Town, in the manner ordered by the Select Board and depicted on the plan entitled "Discontinuance Plan, Pine Street, Dedham, MA," by Toomey Land Surveying LLC, dated March 19, 2024, and further to authorize the Select Board to dispose of any interests the Town may hold in land removed from the layout of Pine Street by this alteration or at any time in the past, all upon such terms and conditions and for such consideration as the Select Board deems appropriate.

DESCRIPTION OF ARTICLE

Article 15 would accept the change to Pine Street and discontinue ownership of a portion of the roadway as outlined in plan.

REFERENCE INFORMATION

- Final layout plan for Pine Street - Page A-71

MUNICIPAL FINANCE TERMINOLOGY

The following terms are frequently used in the Annual Town Report and at Town Meeting. Definitions are provided in order to provide an understanding of their meaning:

CAPITAL IMPROVEMENTS: Construction, renovation or improvement of buildings or grounds which exceeds \$50,000

CAPITAL OUTLAY EXPENDITURE EXCLUSION: A type of tax override that allows towns to raise funds for capital projects. Its rules are similar to those for debt exclusions, except the cost is only added to the levy for the year in which the project is undertaken.

CHAPTER 70: State aid funding to public elementary and secondary schools.

CHERRY SHEET: Named for the cherry colored paper on which the Massachusetts Department of Revenue traditionally has printed it, listing the amounts of state and county assessments, as well as the estimated state distribution (State Aid).

COLA: Cost of Living Adjustment

COLLECTIVE BARGAINING: A process in which employees, through their unions, negotiate contracts with employers to determine terms of employment (i.e., pay, hours, benefits, etc.)

DEBT EXCLUSION: A debt exclusion allows towns to raise funds to pay for debt incurred by the town. The amount of the payment is added to the levy for the life of the debt, and is not included in calculations of the new levy limit for future years. A debt exclusion requires a two-thirds majority vote to borrow at town meeting and requires a majority vote at a special town election.

ENTERPRISE FUND: A separate fund inclusive of the direct and indirect costs to provide a service and amounts of revenue to support the fund in exchange for the service (i.e., sewer enterprise fund).

EXCESS LEVY CAPACITY: If a community sets its levy below its levy limit, the difference between them is called excess levy capacity. The levy limit is not affected by excess capacity, however, meaning that in future years a town can tax up to that limit regardless of the previous levy. For example, a one percent levy increase one year allows the town to raise the levy by 4 percent the next year - the normal 2 ½ percent, plus the 1 ½ percent not taxed the year before.

FREE CASH: The amount certified annually by the State Bureau of Accounts by deducting from Surplus Revenue (formally the "Unreserved Fund Balance" or "Excess and Deficiency") all uncollected taxes of prior years. Surplus Revenue is the amount by which the cash accounts receivable and other assets of the Town exceed the liabilities and reserves. Surplus revenues build up mainly from unexpended balances of general appropriations and from excess receipts from non-tax sources (Local Receipts) over estimated receipts. Free Cash may be appropriated by vote of the Town Meeting.

Municipal Finance Terminology continued on next page →

MUNICIPAL FINANCE TERMINOLOGY (CONTINUED)

GENERAL OVERRIDE: Residents can vote to increase tax levies beyond the levy limit, as long as the community is below the levy ceiling. The increase is included in the levy for that year and added to the base used to calculate future levy limits. An override requires a majority vote of the town at a special town election.

GENERAL STABILIZATION FUND: This fund serves as a general financial reserve for the Town. Money may be appropriated to the Fund up to ten percent of the preceding year's tax levy, but the Fund may not exceed ten percent of the total tax valuation of the Town. The Fund may be used for any legal purpose by a two-thirds vote of the Town Meeting. Interest earned remains in the Fund.

LEVEL FUNDING: Appropriates the same amount of money as the prior year to each department, and includes cost increases.

LEVEL SERVICES: No cuts are made and the budget is prepared to accommodate for changes that provide the same services and staffing levels as the previous year. These changes can include COLA increases, inflation, contractual obligations, etc.

LEVY CEILING: The maximum amount a community may levy under all conditions. A community's levy ceiling is 2 ½ percent of the aggregated valuation of all taxable properties.

LEVY LIMIT: The maximum amount a community may levy in a year. The levy limit can increase only by 2 ½ percent each year, plus adjustment for new growth and the addition of the debt service for previously voted tax overrides, such as debt exclusions.

MAJOR CAPITAL FACILITIES STABILIZATION: This is another special purpose reserve created by vote of Town Meeting. Expenditures may be made from the fund only on a two-thirds vote of Town Meeting. It is a management policy of the Town that this fund be used for major construction or renovation of buildings estimated to cost \$4 million or more.

MITIGATION STABILIZATION: These are special purpose reserves created by vote of Town Meeting. Like the General Stabilization Fund, expenditures from these funds require a two-thirds vote of Town Meeting.

MWRA: The Massachusetts Water Resources Authority was established in 1985 to provide water supply services and sewer collection, treatment and disposal services to the region. To fund its operations and debt the MWRA sets user rates and assesses each town in the area according to the metered flow of water through the sewers. Dedham funds its sewer assessment from billings based upon a metered water use rate set by the Selectmen. The Town is not assessed water use charges.

NEW GROWTH: A community can increase its levy limit annually based on new development and other growth in the tax base. Property that has increased in value because of new construction, new subdivision parcels and condominium conversions, and new properties are all considered new growth. An increase in property value assessed during triennial reevaluation (appreciation) is not considered new growth.

Municipal Finance Terminology continued on next page →

MUNICIPAL FINANCE TERMINOLOGY (CONTINUED)

OTHER AVAILABLE FUNDS: Certain receipts, when received by the Town, must be set aside and reserved for particular appropriation. These include the Endicott Estate Receipts, Sale of Cemetery Lots and Graves, and Parking Meter Receipts. In addition, funds from the Overlay Surplus (the accumulated amount of the overlay for various years not used or required to be held in the overlay account) may be used by a town to offset budget requests for the next year. Also, all unused balances from prior years' Special Article Appropriations may be transferred to meet a new appropriation.

OVERLAY SURPLUS: The Overlay is the amount from the property tax levy in excess of appropriations and other charges. It is used to cover abatements and exemptions granted locally or on appeal. The Overlay Surplus is the unused portion of previous years' overlays.

PROPERTY TAX LEVY: The total revenue a community raises through property taxes. Often just called the "levy," it is the largest source of revenue for most Massachusetts cities and towns. This is different from the tax rate, which is the tax amount charged individual properties per \$1,000 of property valuation. The tax rate is set each year by the town.

RESERVE FUND: This fund is established by the Town Meeting and may be composed of (a) an appropriation (not exceeding 5% of last year's levy), (b) money transferred from existing accounts or funds, or (c) both. The Reserve Fund amounts to an omnibus appropriation, to be transferred by vote of the Finance Committee for extraordinary or unforeseen expenditures where the Committee decides such expenditures would be approved by Town Meeting. "Extraordinary" covers items, which are not in the usual line, or are great or exceptional. "Unforeseen" includes items which were unforeseen at the time of the Town Meeting, when appropriations were voted.

SELECTED STATUTES AND BYLAWS REFERENCED

Below are a list of statutes and bylaws referenced in the warrant articles, in the order they are referenced:

MGL Ch. 44, Section 7 - Cities and Towns, Purposes for Borrowing Money Within Debt Limit

Section 7. Cities and towns may incur debt, by a two-thirds vote, within the limit of indebtedness prescribed in section 10, for the following purposes and payable within the periods hereinafter specified not to exceed 30 years or, except for clauses (2), (3), (6) and (7), within the period determined by the director to be the maximum useful life of the public work, improvement or asset being financed under any guideline issued under section 38:

(1) For the acquisition of interests in land or the acquisition of assets, or for the following projects: the landscaping, alteration, remediation, rehabilitation or improvement of public land, the dredging, improvement, restoration, preservation or remediation of public waterways, lakes or ponds, the construction, reconstruction, rehabilitation, improvement, alteration, remodeling, enlargement, demolition, removal or extraordinary repair of public buildings, facilities, assets, works or infrastructure, including: (i) the cost of original equipment and furnishings of the buildings, facilities, assets, works or infrastructure; (ii) damages under chapter 79 resulting from any such acquisition or project; and (iii) the cost of engineering, architectural or other services for feasibility studies, plans or specifications as part of any acquisition or project; provided that the interest in land, asset acquired or project shall have a useful life of at least 5 years; and provided further, that the period of such borrowing shall not exceed the useful life of the interest in land, asset acquired or project.

(2) For a revolving loan fund established under section 53E.75; to assist in the development of renewable energy and energy conservation projects on privately-held buildings, property or facilities within the city or town, 20 years.

(3) For the payment of final judgments, 1 year or for a longer period of time approved by a majority of the members of the municipal finance oversight board after taking into consideration the ability of the city, town or district to provide other essential public services and pay, when due, the principal and interest on its debts and such other factors as the board may deem necessary or advisable.

(4) In Boston, for the original construction, or the extension or widening, with permanent pavement of lasting character conforming to specifications approved by the Massachusetts Department of Transportation established under chapter 6C and under the direction of the board of park commissioners of the city of Boston, of ways, other than public ways, within or bounding on or connecting with any public park in said city, including land damages and the cost of pavement and sidewalks laid at the time of said construction, or for the construction of such ways with stone, block, brick, cement concrete, bituminous concrete, bituminous macadam or other permanent pavement of similar lasting character under specifications approved by said department of highways, 10 years.

Continued on next page →

- (5) For the cost of repairs to private ways open to the public under section 6N of chapter 40, 5 years.
- (6) For the payment of charges incurred under contracts authorized by section 4D of chapter 40, but only for those contracts for purposes comparable to the purposes for which loans may be authorized under this section. Each authorized issue shall constitute a separate loan, and the loans shall be subject to the conditions of the applicable clauses of this section.
- (7) For the cost of feasibility studies or engineering or architectural services for plans and specifications for any proposed project for which a city, town or district is authorized to borrow, 5 years if issued before any other debt relating to the project is authorized, otherwise the period for the debt relating to the project.
- (8) For energy audits as defined in section 3 of chapter 25A, if authorized separately from debt for energy conservation or alternative energy projects; 5 years.
- (9) For the development, design, purchase and installation of computer hardware or software and computer-assisted integrated financial management and accounting systems; 10 years.
- (10) For the cost of cleaning up or preventing pollution caused by existing or closed municipal facilities not referenced in clause (20) of section 8, including cleanup or prevention activities taken pursuant to chapter 21E or chapter 21H, 10 years; provided, however, that no indebtedness shall be incurred hereunder until plans relating to the project shall have been submitted to and approved by the department of environmental protection.
- (11) For any other public work, improvement or asset with a maximum useful life of at least 5 years and not otherwise specified in this section, 5 years.

MGL Ch. 44, Section 8 - Cities and Towns, Purposes for Borrowing Money Outside Debt Limit

Section 8. Cities and towns may incur debt, by a two-thirds vote, outside the limit of indebtedness prescribed in section 10, for the following purposes and payable within the periods hereinafter specified or, except with respect to clauses (1), (2), (3A), (9) and (18), within such longer period not to exceed 30 years determined by the director to be the maximum useful life of the public work, improvement or asset being financed under any guidelines issued under section 38:

(1) For temporary loans under sections 4, 6, 6A and 17, the periods authorized by those sections.

(2) For maintaining, distributing and providing food, other common necessities of life and temporary shelter for their inhabitants upon the occasions and in the manner set forth in section 19 of chapter 40, 2 years.

(3) For establishing or purchasing a system for supplying a city, town, or district and its inhabitants with water, for taking or purchasing water sources, either from public land or private sources, or water or flowage rights, for the purpose of a public water supply, or for taking or purchasing land for the protection of a water system, 30 years.

(3A) For conducting groundwater inventory and analysis of the community water supply, including pump tests and quality tests relating to the development of using said groundwater as an additional source or a new source of water supply for any city, town or district, 10 years.

(4) For the construction or enlargement of reservoirs, the construction of filter beds, the construction or reconstruction or making extraordinary repairs to standpipes, buildings for pumping stations including original pumping station equipment, and buildings for water treatment, including original equipment therefor, and the acquisition of land or any interest in land necessary in connection with any of the foregoing, 30 years.

(4A) For remodeling, reconstructing or making extraordinary repairs to reservoirs and filter beds, 30 years; provided, however, that no indebtedness shall be incurred hereunder until plans relating to the project shall have been submitted to the department of environmental protection, and the approval of said department has been granted therefor.

(5) For constructing or reconstructing, laying or relaying aqueducts or water mains or for the extension of water mains, or for lining or relining such mains, and for the development or construction of additional well fields and for wells, 40 years.

(6) For the purchase and installation of water meters, 10 years.

(7) For the payment of the city, town or district share of the cost to increase the storage capacity of any reservoir, including land acquisition, constructed by the water resources commission for flood prevention or water resources utilization, 20 years.

(7A) For the purchase, replacement or rehabilitation of water departmental equipment, 10 years.

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(8) For establishing, purchasing, extending, or enlarging a municipally owned gas or electric lighting plant, community antenna television system, or telecommunications system, 20 years.

(8A) For remodeling, reconstructing, or making extraordinary repairs to a municipally owned gas or electric lighting plant, community antenna television system, or telecommunications system, when approved by a majority of the members of the municipal finance oversight board, for the number of years not exceeding 10, as said board shall fix. Each city or town seeking approval by the board of a loan under this clause shall submit to said board all plans and other information considered by the board to be necessary for a determination of the probable extended use of such plant, community television antenna system or telecommunications system likely to result from the remodeling, reconstruction, or repair, and in considering approval under this clause of a requested loan and the terms thereof, special consideration shall be given to that determination.

(9) For emergency appropriations that are approved by the director, not more than 2 years or such longer period not to exceed 10 years as determined by the director after taking into consideration the ability of the city, town or district to provide other essential public services and pay, when due, the principal and interest on its debts, the amount of federal and state payments likely to be received for the purpose of the appropriations and such other factors as the director may deem necessary or advisable; provided, however, that for the purposes of this clause, "emergency" shall mean a sudden, unavoidable event or series of events which could not reasonably have been foreseen or anticipated at the time of submission of the annual budget for approval; provided, further, that emergency shall not include the funding of collective bargaining agreements or items that were previously disapproved by the appropriating authority for the fiscal year in which the borrowing is sought; and provided, further, that for the purposes of this clause, debt may be authorized by the treasurer of the city, town or district, with the approval of the chief executive officer in a city or town, or the prudential committee, if any, or by the commissioners in a district.

(9A) For emergency appropriations approved by a majority of the members of the municipal finance oversight board, up to the period fixed by law for the debt as determined by the board; provided, however, that this clause shall apply only to appropriations for capital purposes including, but not limited to, the acquisition, construction, reconstruction or repair of any public building, work, improvement or asset, and upon a demonstration by the city, town or district that the process for authorizing debt in the manner otherwise provided by law imposes an undue hardship in its ability to respond to the emergency; provided further, that for purposes of this clause, "emergency" shall mean a sudden, unavoidable event or series of events which could not reasonably have been foreseen or anticipated at the time of submission of the annual budget for approval; and provided, further, that for the purposes of this clause, debt may be authorized by the treasurer of the city, town or district, with the approval of the chief executive officer in a city or town, or the prudential committee, if any, or by the commissioners in a district.

(10) For acquiring land or constructing buildings or other structures, including the cost of original equipment, as memorials to members of the army, navy, marine corps, coast guard, or air force, 20 years.

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The designation of any such memorial shall not be changed except after a public hearing by the board of selectmen or by the city council of the municipality wherein said memorial is located, notice of the time and place of which shall be given, at the expense of the proponents, by the town or city clerk as the case may be, by publication not less than 30 days prior thereto in a newspaper, if any, published in such town or city; otherwise, in the county in which such town or city lies; and notice of which shall also have been given by the proponents, by registered mail, not less than 30 days prior to such hearing, to all veterans' organizations of such town or city.

(11) For acquiring street railway or other transportation property under sections 143 to 158, inclusive, of chapter 161, operating the same, or contributing toward the sums expended or to be expended by a transportation area for capital purposes, 10 years.

(12) For the acquisition, construction, establishment, enlargement, improvement or protection of public airports, including the acquisition of land, 10 years. The proceeds of indebtedness incurred hereunder may be expended for the acquisition, construction, establishment, enlargement, improvement or protection of such an airport, including the acquisition of land, jointly by 2 or more municipalities.

(13) For the financing of a program of eradication of Dutch elm disease, including all disbursements on account of which reimbursement is authorized or may be authorized by the commonwealth, county, any city or town, or by any manner of assessment or charges, pursuant to and consistent with chapter 132, 5 years.

(14) For the construction of sewers, sewerage systems and sewage treatment and disposal facilities, or for the lump sum payment of the cost of tie-in to such services in a contiguous city or town, for a period not exceeding 30 years; provided, however, that either: (i) the city or town has an enterprise or special revenue fund for sewer services, and that the accountant, auditor or other officer having similar duties in the city or town shall have certified to the treasurer that rates and charges have been set at a sufficient level to cover the estimated operating expenses and debt service related to the fund; or (ii) the issuance of the debt is approved by a majority of the members of the municipal finance oversight board.

(15) For the construction and rehabilitation of municipal golf courses, including the acquisition and reconstruction of land, installation and replacement of irrigation systems, the construction and rehabilitation of buildings, and the cost of equipment and furnishings, 20 years.

(16) For the payment of charges incurred under contracts authorized by section 4D of chapter 40, but only for those contracts for purposes comparable to the purposes for which loans may be authorized under this section. Each authorized issue shall constitute a separate loan, and the loans shall be subject to the conditions of the applicable clauses of this section.

(17) For the construction of a regional incinerator for the purpose of disposing solid waste, refuse and garbage by 2 or more communities, 20 years.

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(18) For the lending or granting of money to industrial development financing authorities and economic development and industrial corporations, with the approval of the Massachusetts office of business development and the director of housing and community development, 20 years.

(19) For the purposes of implementing a project financed in whole or in part by the Farmers Home Administration of the United States Department of Agriculture, pursuant to Chapter 50 of Title 7 of the United States Code, up to 40 years. Regional school districts established under any general or special law shall be authorized to incur debt for the purposes and within the limitations described in this clause.

(20) For the cost of cleaning up or preventing pollution caused by existing or closed landfills or other solid waste disposal facilities, including clean up or prevention activities taken pursuant to chapter 21E or chapter 21H, 30 years; provided, however, that no indebtedness shall be incurred hereunder until plans relating to the project shall have been submitted to the department of environmental protection and the approval of said department has been granted therefor.

(21) For the construction of incinerators, refuse transfer facilities, recycling facilities, composting facilities, resource recovery facilities or other solid waste disposal facilities, other than landfills, for the purpose of disposing of waste, refuse and garbage, 25 years; provided, however, that no indebtedness shall be incurred hereunder until plans relating to the project shall have been submitted to the department of environmental protection and the approval of said department has been granted therefor.

(22) For remodeling, reconstructing or making extraordinary repairs to incinerators, refuse transfer facilities, recycling facilities, resource recovery facilities or other solid waste disposal facilities, other than landfills, owned by the city, town or district, and used for the purpose of disposing of waste, refuse and garbage, 10 years; provided, however, that no indebtedness shall be incurred hereunder until plans relating to the project shall have been submitted to the department of environmental protection and the approval of said department has been granted therefor.

(23) For the purpose of closing out a landfill area, opening a new landfill area, or making improvements to an existing landfill area, 25 years; provided, however, that no indebtedness shall be incurred hereunder until plans relating to the project shall have been submitted to the department of environmental protection and the approval of said department has been granted therefor.

(24) For the acquisition of a dam or the removal, repair, reconstruction and improvements to a dam owned by a municipality, as may be necessary to maintain, repair or improve such dam, 40 years; provided, however, that this clause shall include dams as defined in section 44 of chapter 253 acquired by gift, purchase, eminent domain under chapter 79 or otherwise and located within a municipality, including any real property appurtenant thereto, if the dam and any appurtenant real property is not at the time of such acquisition owned or held in trust by the commonwealth.

MGL Ch. 44, Section 53E1/2 - Revolving Funds

Section 53E1/2. Notwithstanding section 53, a city or town may authorize by by-law or ordinance the use of 1 or more revolving funds by 1 or more municipal agencies, boards, departments or offices, which shall be accounted for separately from all other monies in the city or town and to which shall be credited any fees, charges or other receipts from the departmental programs or activities supported by the revolving fund. Expenditures may be made from such revolving fund without further appropriation, subject to the provisions of this section; provided, however, that expenditures shall not be made or liabilities incurred from any such revolving fund in excess of the balance of the fund or in excess of the total authorized expenditures from such fund, and no expenditures shall be made unless approved in accordance with sections 41, 42, 52 and 56 of chapter 41.

Interest earned on any revolving fund balance shall be treated as general fund revenue of the city or town. No revolving fund may be established under this section for receipts of a municipal water or sewer department, a municipal hospital, a cable television access service or facility or for receipts reserved by law or as authorized by law for expenditure for a particular purpose. Revolving fund expenditures shall not be made to pay wages or salaries for full-time employees unless the revolving fund is also charged for the costs of fringe benefits associated with the wages or salaries so paid; provided, however, that such prohibition shall not apply to wages or salaries paid to full-time or part-time employees who are employed as drivers providing transportation for public school students; provided further, that only that portion of a revolving fund which is attributable to transportation fees may be used to pay the wages or salaries of those employees who are employed as drivers providing transportation for public school students; and provided further, that any such wages or salaries so paid shall be reported in the budget submitted for the next fiscal year.

A revolving fund shall be established pursuant to this section by by-law or ordinance. The by-law or ordinance shall specify for each fund: (1) the programs or activities for which the revolving fund may be expended; (2) the departmental receipts in connection with those programs or activities that shall be credited to the revolving fund; (3) the board, department or officer authorized to expend from such fund; and (4) any reporting or other requirements the city or town may impose. The establishment of any fund shall be made not later than the beginning of the fiscal year in which the fund shall begin. Notwithstanding this section, whenever, during the course of any fiscal year, any new revenue source becomes available for the establishment of a revolving fund under this section, such a fund may be established in accordance with this section upon certification by the city auditor, town accountant, or other officer having similar duties that the revenue source was not used in computing the most recent tax levy.

The city or town shall, on or before July 1 of each year, vote on the limit on the total amount that may be expended from each revolving fund established under this section. In any fiscal year, the limit on the amount that may be spent from a revolving fund may be increased with the approval of the city council and mayor in a city or with the approval of the board of selectmen and finance committee in a town.

Upon termination of a revolving fund, the balance in the fund at the end of that fiscal year shall revert to surplus revenue at the close of the fiscal year.

The director of accounts may issue guidelines further regulating revolving funds established pursuant to this section.



TOWN OF
DEDHAM
MASSACHUSETTS

Leon I. Goodwin, III

Town Manager

☎ 781-751-9100

📍 450 Washington Street

🌐 www.dedham-ma.gov

To: Finance and Warrant Committee

From: Leon I. Goodwin III, Town Manager

Date: October 24, 2024

Re: Follow Up on Warrant Article 1

This memo was prepared for the Finance and Warrant Committee deliberations and vote on October 25, 2024.

Article 1.

The Town's collective bargaining units have all agreed to contracts for the years FY25-FY27. Some contracts were funded by Spring Town Meeting; the table below shows the funding needed for the first year of the remainder of the Town's contracts.

Group	Year One	Year Two	Year Three	Other Adjustments
Superior Officers	\$14,842	\$97,420		Shift differential moved to 5% for evening and 6% for midnight to match comparison towns. Education incentive changes to be a percentage of base pay, as outlined in MGL. 5% increase in Holiday Pay.
Wage Adjustment	*funded at 2024 Spring Town Meeting	8%		
Library	\$76,837	\$31,855	\$32,693	Increase in tuition reimbursement and sick leave buyback. 3% COLA.
Wage Adjustment	3.5%			
DPW A	\$78,920	\$82,162	\$56,126	3% COLA
Wage Adjustment	4.5%			
DPW B	\$19,006	\$6,038	\$6,210	Increase in on-call phone stipend. 3% COLA
Wage Adjustment	4.5%			
Parks and Rec	\$17,638	\$9,112	\$9,385	3% COLA
Wage Adjustment	3.5%; 5% after 15 years of service for Foreman position			
Town Hall	\$109,518	\$119,566	\$149,198	3% COLA
Wage Adjustment	N/A	Add one 3.5% top step to the salary schedule		
Total	\$316,761	\$346,153	\$253,612	

**MEMORANDUM OF AGREEMENT
BETWEEN THE

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

September __, 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, DPW Unit A (“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 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. Article 5, Union Dues/Agency Fee: Add Janus vs. AFSCME wording and delete wording that is no longer applicable.

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.

~~In accordance with the provision 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 municipal EMPLOYER 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.

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.

2. Article 10, Hours of Work: Delete wording that is no longer a shift at the DPW.

As of the effective date of this agreement, the EMPLOYER shall have the right to establish two (2) regular shifts (paid at straight time) for employees of the Dedham Department of Public Works.

The parties agree that the EMPLOYER has the sole right under Article II of this Agreement to determine the number of employees to be assigned to each shift and the job titles and qualifications of those employees.

The parties agree that once established, a shift schedule shall remain in effect until the parties mutually agree to a change.

The regular hours of work shall be as follows:

Shift A: ~~_____~~ 4:00 a.m. to 12 noon
Shift B: ~~_____~~ 7:00 a.m. to 3:00 p.m.

3. Article 12, Meal Periods: Delete wording regarding shift meal periods that is no longer applicable.

All employees shall be granted a paid thirty (30) minute meal period during each regular shift. Whenever possible, subject to the demands for public service, the meal period shall be granted as follows:

Shift A: ~~_____~~ 8:00 a.m. to 8:30 a.m.
Shift B: ~~_____~~ 11:00 a.m. to 11:30 p.m.

The EMPLOYER shall grant a thirty (30) minute meal period at the end each four (4) hours of overtime actually worked, if the overtime is expected to go beyond five (5) hours.

The parties agree that nothing stated herein shall prevent the EMPLOYER from making adjustments to the meal periods for individual employees or groups of employees to insure that continuous public works' services are provided when required.

4. Article 13, Rest Periods: Delete wording regarding Shift A for rest periods that is no longer applicable.

Each employee shall be granted one paid fifteen (15) minute rest period during the regular work shift.

Whenever possible, subject to the demands for public service, the rest period shall be granted as follows:

Shift A: ~~_____~~ 6:00 a.m. to 6:15 a.m.
Shift B: ~~_____~~ 9:00 a.m. to 9:15 a.m.

During extended continuous overtime, each employee shall be granted a fifteen (15) minute rest period after each two (2) consecutive hours of continuous paid work.

The parties agree that nothing stated herein shall prevent the EMPLOYER from making adjustments to the rest periods for individual employees or groups of employees to insure that continuous public works' services are provided when required.

5. Article 17, Workers' Compensation: Clarify the current practice of utilizing EPLT time to supplement workers' compensation payments.

The Town of Dedham shall provide Massachusetts' Workman's Compensation Coverage, the benefits of which will be available to all employees as required by law.

An employee must report any and all injuries received while on duty to the employee's immediate supervisor as well as the DPW Administrative Staff on duty, within four (4) hours of the start of the employee's next regular shift.

The employee shall be responsible to file all requisite forms as required by law and the Town's insurance carrier. **The employee may request to use EPLT to be paid for the first five days on workers compensation. If the employee is on workers compensation beyond day 5, the employee may elect to supplement his/her workers compensation payment with up to 2 EPLT or 2 SPLT days per week. If the employee is out on workers compensation for 21 days or more and receives a workers compensation payment for days 1-5 (60%) and they were already paid 100% for days 1-5 with their EPLT payment, the employee shall reimburse the Town of Dedham, the 60% that they already received.**

The Town, and/or its agent for its Worker's Compensation carrier, retains the right to request a drug and/or alcohol test subsequent to any injury for which a claim is made.

6. Article 18, Holidays: Add Juneteenth to the list of current holidays.

The following days will be recognized as paid legal holidays:

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

The foregoing ~~eleven (11)~~ **twelve (12)** paid holidays will be granted regardless of when they fall. Any employee who works on one of these holidays will be paid at the rate of time and one-half plus his normal pay for each hour worked, except on New Year's Day, Memorial Day, Fourth of July, Thanksgiving and Christmas Day when the employee will be paid at the rate of double time plus his normal pay for each hour worked.

7. Article 20, Bereavement Leave: Increase the bereavement benefit.

In case of a death in an employee's immediate family, a permanent employee may be granted a leave of absence with pay for the workdays falling between the time of death and the day next following the day of the funeral in accordance with the following schedule:

~~Four (4) days shall be granted for an employee's spouse, child, step child, foster child, father, mother, or active step parent (meaning presently married to parent).~~

~~Three (3) days shall be granted for an employee's sister or brother~~

~~Two (2) days shall be granted for an employee's grandmother, grandfather, grandchild, mother-in-law, father in law, or relative living in the employee's household~~

~~One (1) day shall be granted for brother-in-law, sister-in-law, aunt or uncle~~

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

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 day 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 leave of absence, 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.

In the event a Department of Public Works employee who, in the performance of his duties, is killed or sustains injuries, which result in his death, the Town shall pay reasonable expenses, not exceeding ~~six ten thousand dollars (\$10,000)~~ ~~(\$6,000.00)~~ of the funeral and burial of such employee.

8. Article 23, Leave of Absence: Add wording regarding the newly adopted parental leave policy and strike wording that is no longer applicable.

In the case of the birth, adoption or placement of a foster child, the Town of Dedham's Paid Parental Leave Policy shall apply to employees who have been 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.

~~who 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 or the Town of Dedham's Paid Parental Leave Policy, 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.

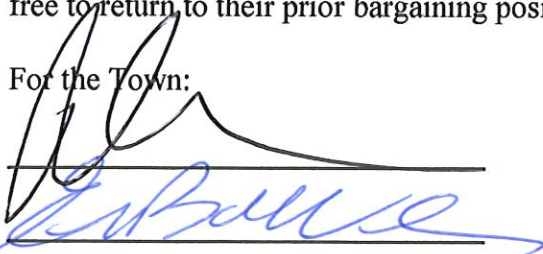
9. Article 25, Classification Plan and Pay Rates: Adjust the salary schedule so that there are full steps on step 5, step 10 and step 14 and 3% cost of living adjustment on July 1, 2024, 3% cost of living adjustment on July 1, 2025, and 3% cost of living adjustment on July 1, 2026. All employees are guaranteed a percentage increase of 3% or greater in all three years of the contract. On July 1, 2025, employees shall be placed on the step where they would have been under the old contract. After July 1, 2025, employees shall progress along on each step of the salary range.

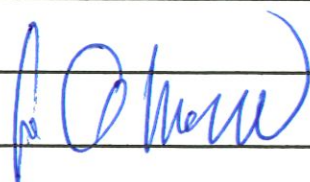
10. Article 26, Miscellaneous Provisions: Add wording to the contract's discrimination statement that mirrors our EEO statement.

The parties to this Agreement agree that they shall not discriminate against any person because of race, creed, color, sex, gender, gender identity, national origin, religion, ancestry, age, sexual orientation, disability, pregnancy or pregnancy-related condition, genetic information, military status, and that all covered employees shall receive the full protection of this Agreement.

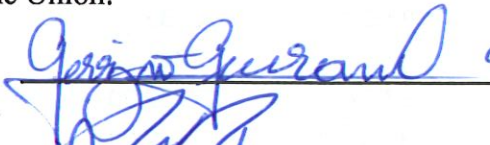
This Memorandum of Agreement shall be considered off-the-record until ratified by the Union's membership and the Select Board and, as applicable, funded by Town Meeting. The bargaining team shall sponsor and port such ratification. Failing such ratification and/or funding by Town Meeting, this Memorandum of Agreement shall be deemed null and void and both parties will be free to return to their prior bargaining positions.

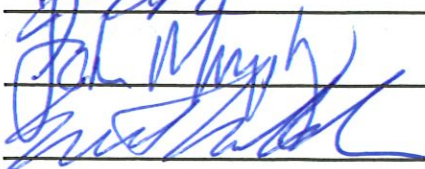
For the Town:





For the Union:

 9/20/24



Effective July 1, 2024 (FY25) – Increase by 3% (Increase Step 5, Step 10, & Step 14 to a full Step)

DPW Administrative Assistant

<u>Step</u>	<u>Hourly Rate</u>	<u>Annual Salary</u>
1	31.7476	66034.80
2	32.7220	68016.76
3	33.6846	70063.76
4	34.7053	72186.92
5	35.7465	74352.72
6	35.7465	74352.72
7	36.2827	75468.12
8	36.2827	75468.12
9	36.2827	75468.12
10	37.3712	77732.20
11	37.3712	77732.20
12	37.3712	77732.20
13	37.3712	77732.20
14	38.4923	80063.88

Effective July 1, 2024 (FY25) – Increase by 3% (Increase Step 5, Step 10, & Step 14 to a full Step)

Heavy Motor Equipment Operator-

<u>Step</u>	<u>Hourly Rate</u>	<u>Annual Salary</u>
1	28.8824	60075.60
2	29.7640	61909.12
3	30.6224	63694.80
4	31.5620	65648.96
5	32.5088	67618.20
6	32.5088	67618.20
7	32.9965	68632.72
8	32.9965	68632.72
9	32.9965	68632.72
10	33.9864	70691.92
11	33.9864	70691.92
12	33.9864	70691.92
13	33.9864	70691.92
14	35.0060	72812.48

Effective July 1, 2024 (FY25) – Increase by 3% (Increase Step 5, Step 10, & Step 14 to a full Step)

Laborer

<u>Step</u>	<u>Hourly Rate</u>	<u>Annual Salary</u>
1	25.6579	53368.64
2	26.4466	55008.72
3	27.2239	56625.92
4	28.0359	58314.88
5	28.8770	60064.16
6	28.8770	60064.16
7	29.3101	60964.80
8	29.3101	60964.80
9	29.3101	60964.80
10	30.1894	62794.16
11	30.1894	62794.16
12	30.1894	62794.16
13	30.1894	62794.16
14	31.0951	64677.60

Effective July 1, 2024 (FY25) – Increase by 3% (Increase Step 5, Step 10, & Step 14 to a full Step)

Special Motor Equipment Operator 2

<u>Step</u>	<u>Hourly Rate</u>	<u>Annual Salary</u>
1	34.4617	71680.44
2	35.5173	73875.88
3	36.6077	76144.12
4	37.6748	78363.48
5	38.8051	80714.40
6	38.8051	80714.40
7	39.3871	81924.96
8	39.3871	81924.96
9	39.3871	81924.96
10	40.5688	84383.00
11	40.5688	84383.00
12	40.5688	84383.00
13	40.5688	84383.00
14	41.7858	86914.36

Effective July 1, 2024 (FY25) – Increase by 3% (Increase Step 5, Step 10, & Step 14 to a full Step)

Motor Equipment Repair & Special Motor Equipment Operator 1

<u>Step</u>	<u>Hourly Rate</u>	<u>Annual Salary</u>
1	32.9888	68616.60
2	33.9863	70691.40
3	34.9954	72790.64
4	36.0509	74986.08
5	37.1325	77235.60
6	37.1325	77235.60
7	37.6894	78394.16
8	37.6894	78394.16
9	37.6894	78394.16
10	38.8201	80745.60
11	38.8201	80745.60
12	38.8201	80745.60
13	38.8201	80745.60
14	39.9847	83168.28

Effective July 1, 2024 (FY25) – Increase by 3% (Increase Step 5, Step 10, & Step 14 to a full Step)

Working Foreman

<u>Step</u>	<u>Hourly Rate</u>	<u>Annual Salary</u>
1	36.0045	74889.36
2	37.0601	77084.80
3	38.1621	79376.96
4	39.3221	81789.76
5	40.5018	84243.64
6	40.5018	84243.64
7	41.1093	85507.24
8	41.1093	85507.24
9	41.1093	85507.24
10	42.3426	88072.40
11	42.3426	88072.40
12	42.3426	88072.40
13	42.3426	88072.40
14	43.6128	90714.52

Effective July 1, 2025 (FY26) – Increase by 3%

DPW Administrative Assistant

<u>Step</u>	<u>Hourly Rate</u>	<u>Annual Salary</u>
1	32.7000	68016.00
2	33.7036	70103.80
3	34.6951	72165.60
4	35.7456	74352.72
5	36.8189	76583.52
6	36.8189	76583.52
7	37.3712	77732.20
8	37.3712	77732.20
9	37.3712	77732.20
10	38.4923	80063.88
11	38.4923	80063.88
12	38.4923	80063.88
13	38.4923	80063.88
14	39.6471	82465.76

Effective July 1, 2025 (FY26) – Increase by 3%

Heavy Motor Equipment Operator-

<u>Step</u>	<u>Hourly Rate</u>	<u>Annual Salary</u>
1	29.7489	61877.92
2	30.6569	63766.56
3	31.5411	65605.28
4	32.5088	67618.72
5	33.4841	69646.72
6	33.4841	69646.72
7	33.9864	70691.92
8	33.9864	70691.92
9	33.9864	70691.92
10	35.0060	72812.48
11	35.0060	72812.48
12	35.0060	72812.48
13	35.0060	72812.48
14	36.0561	74997.00

Effective July 1, 2025 (FY26) – Increase by 3%

Laborer

<u>Step</u>	<u>Hourly Rate</u>	<u>Annual Salary</u>
1	26.4277	54969.20
2	27.2400	56659.20
3	28.0406	58324.24
4	28.8770	60064.16
5	29.7433	61865.96
6	29.7433	61866.96
7	30.1894	62794.16
8	30.1894	62794.16
9	30.1894	62794.16
10	31.0951	64677.60
11	31.0951	64677.60
12	31.0951	64677.60
13	31.0951	64677.60
14	32.0279	66618.24

Effective July 1, 2025 (FY26) – Increase by 3%

Special Motor Equipment Operator 2

<u>Step</u>	<u>Hourly Rate</u>	<u>Annual Salary</u>
1	35.4959	73830.64
2	36.5828	76092.12
3	37.7060	78428.48
4	38.8051	80714.40
5	39.9692	83136.04
6	39.9692	83136.05
7	40.5688	84383.00
8	40.5688	84383.00
9	40.54688	84383.00
10	41.7858	86914.88
11	41.7858	86914.88
12	41.7858	86914.88
13	41.7858	86914.88
14	43.0394	89522.16

Effective July 1, 2025 (FY26) – Increase by 3%

Motor Equipment Repair & Special Motor Equipment Operator 1

<u>Step</u>	<u>Hourly Rate</u>	<u>Annual Salary</u>
1	33.9785	70675.28
2	35.0059	72812.48
3	36.0452	74974.12
4	37.1325	77235.60
5	38.2464	79552.72
6	38.2464	79552.72
7	38.8201	80745.60
8	38.8201	80745.60
9	38.8201	80745.60
10	39.9847	83168.28
11	39.9847	83168.28
12	39.9847	83168.28
13	39.9847	83168.28
14	41.1843	85663.24

Effective July 1, 2025 (FY26) – Increase by 3%

Working Foreman

<u>Step</u>	<u>Hourly Rate</u>	<u>Annual Salary</u>
1	37.0846	77135.76
2	38.1719	79397.76
3	39.3070	81758.56
4	40.5019	84243.64
5	41.7168	86771.36
6	41.7168	86771.36
7	42.3426	88072.40
8	42.3426	88072.40
9	42.3426	88072.40
10	43.6128	90715.04
11	43.6128	90715.04
12	43.6128	90715.04
13	43.6128	90715.04
14	44.9212	93436.20

Effective July 1, 2026 (FY27) – Increase by 3%

DPW Administrative Assistant

<u>Step</u>	<u>Hourly Rate</u>	<u>Annual Salary</u>
1	33.6810	70056.51
2	34.7147	72158.21
3	35.7360	74322.95
4	36.8189	76552.64
5	37.9235	78849.22
6	37.9235	78849.22
7	38.4923	80031.96
8	38.4923	80032.02
9	38.4923	80032.02
10	39.6471	82432.98
11	39.6471	82432.88
12	39.6471	82432.88
13	39.6471	82432.88
14	40.8365	84905.87

Effective July 1, 2026 (FY27) – Increase by 3%

Heavy Motor Equipment Operator-

<u>Step</u>	<u>Hourly Rate</u>	<u>Annual Salary</u>
1	30.6414	63734.06
2	31.5766	65646.08
3	32.4873	67615.47
4	33.4841	69643.93
5	34.4886	71733.25
6	34.4886	71733.17
7	35.0044	72809.17
8	35.0060	72809.14
9	35.0060	72809.14
10	36.0561	74993.42
11	36.0561	74993.53
12	36.0561	74993.53
13	36.0561	74993.53
14	37.1378	77243.33

Effective July 1, 2026 (FY27) – Increase by 3%

Laborer

<u>Step</u>	<u>Hourly Rate</u>	<u>Annual Salary</u>
1	27.2205	56618.61
2	28.0572	58317.17
3	28.8819	60066.68
4	29.7433	61868.68
5	30.6356	63724.74
6	30.6356	63724.72
7	31.0951	64680.59
8	31.0951	64680.65
9	31.0951	64680.65
10	32.0279	66621.07
11	32.0279	66620.97
12	32.0279	66620.97
13	32.0279	66620.97
14	32.9888	68619.60

Effective July 1, 2026 (FY27) – Increase by 3%

Special Motor Equipment Operator 2

<u>Step</u>	<u>Hourly Rate</u>	<u>Annual Salary</u>
1	36.5605	76045.76
2	37.6803	78327.13
3	38.8372	80676.94
4	39.9692	83097.25
5	41.1683	85590.17
6	41.1683	85590.19
7	41.7858	86874.04
8	41.7858	86874.03
9	41.7858	86874.03
10	43.0394	89480.25
11	43.0394	89480.33
12	43.0394	89480.33
13	43.0394	89480.33
14	44.3306	92164.74

Effective July 1, 2026 (FY27) – Increase by 3%

Motor Equipment Repair & Special Motor Equipment Operator 1

<u>Step</u>	<u>Hourly Rate</u>	<u>Annual Salary</u>
1	34.9979	72795.55
2	36.0561	74979.42
3	37.1266	77228.80
4	38.2464	79545.66
5	39.3938	81932.03
6	39.3938	81931.97
7	39.9847	83160.95
8	39.9847	83160.86
9	39.9847	83160.86
10	41.1843	85655.69
11	41.1843	85655.73
12	41.1843	85655.73
13	41.1843	85655.73
14	42.4198	88225.40

Effective July 1, 2026 (FY27) – Increase by 3%

Working Foreman

<u>Step</u>	<u>Hourly Rate</u>	<u>Annual Salary</u>
1	38.1971	79450.06
2	39.3171	81833.57
3	40.4862	84288.57
4	41.7168	86817.23
5	42.9683	89421.75
6	42.9683	89421.85
7	43.6128	90763.18
8	43.6128	90763.29
9	43.6128	90763.29
10	44.9212	93486.19
11	44.9212	93486.10
12	44.9212	93486.10
13	44.9212	93486.10
14	46.2689	96290.68

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

October 24, 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, DPW Unit B (“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 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. Article 17, Workers Compensation: Clarify the current practice of utilizing EPLT time to supplement workers’ compensation payments.

The Town of Dedham shall provide Massachusetts’ Workman's Compensation Coverage, the benefits of which will be available to all employees as required by law.

An employee must report any and all injuries received while on duty to the employee’s immediate supervisor as well as the DPW Administrative Staff on duty, within four (4) hours of the start of the employee’s next regular shift.

The employee shall be responsible to file all requisite forms as required by law and the Town’s insurance carrier. **The employee may request to use EPLT to be paid for the first five days on workers compensation. If the employee is on workers compensation beyond day 5, the employee may elect to supplement his/her workers compensation payment with up to 2 EPLT days per week. If the employee is out on workers compensation for 21 days or more and receives a workers compensation payment for days 1-5 (60%) and they were already paid 60% for days 1-5 with their EPLT payment, the employee shall reimburse the Town of Dedham, the 60% that they already received.**

2. Article 18, Holidays: Add Juneteenth to the list of current holidays.

The following days will be recognized as paid legal holidays:

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

The foregoing ~~eleven (11)~~ **twelve (12)** paid holidays will be granted regardless of when they fall. Any employee who works on one of these holidays will be paid at the rate of time and one-half plus his normal pay for each hour worked, except on New Year's Day, Memorial Day, Fourth of July, Thanksgiving and Christmas Day when the employee will be paid at the rate of double time plus his normal pay for each hour worked.

3. Article 20, Bereavement leave: Increase the death benefit

In the event a Department of Public Works employee who, in the performance of his duties, is killed or sustains injuries, which result in his death, the Town shall pay reasonable expenses, not exceeding ~~six-ten~~ thousand dollars (~~\$6,000.00~~) **(\$10,000)** of the funeral and burial of such employee.

4. Article 23, Leave of Absence: Add wording regarding the newly adopted parental leave policy and strike wording that is no longer applicable.

In the case of the birth, adoption or placement of a foster child, **the Town of Dedham's Paid Parental Leave Policy shall apply to employees who have been 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.**

~~who 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 **or the Town of Dedham's Paid Parental Leave Policy**, 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.

5. Article 25, Classification Plan and Pay Rates: Adjust the salary schedule so that there are 6 steps and a 3% cost of living adjustment on July 1, 2024, 3% cost of living adjustment on July 1, 2025, and 3% cost of living adjustment on July 1, 2026. The existing incumbents will move from the current range maximum to the new range maximum effective July 1, 2024.

**Dedham Public Works Department – Unit B
Wage and Salary Schedule**

Effective July 1, 2024 (FY25) – Increase by 3%

Step	Hourly Rate	Daily Rate	Biweekly Salary	Annual Salary
1	38.99	311.92	1559.60	81099.20
2	40.16	321.28	1606.40	83532.80
3	41.38	330.88	1654.40	86028.80
4	42.63	341.04	1705.20	88670.40
5	43.91	351.28	1756.40	91332.80
6	45.88	367.04	1835.20	95430.40

Effective July 1, 2025 (FY26) – Increase by 3%

Step	Hourly Rate	Daily Rate	Biweekly Salary	Annual Salary
1	40.16	321.28	1606.39	83532.18
2	41.36	330.92	1654.59	86038.78
3	42.62	340.81	1704.03	88609.66
4	43.91	351.27	1756.36	91330.51
5	45.23	361.82	1809.09	94072.78
6	47.26	378.05	1890.26	98293.31

Effective July 1, 2026 (FY27) – Increase by 3%

Step	Hourly Rate	Daily Rate	Biweekly Salary	Annual Salary
1	41.36	330.92	1654.58	86038.14
2	42.61	340.85	1704.23	88619.95
3	43.90	351.03	1755.15	91267.95
4	45.23	361.81	1809.05	94070.43
5	46.59	372.67	1863.36	96894.97
6	48.68	389.39	1946.96	101242.11

6. Article 26, Miscellaneous Provisions: Add wording to the contract's discrimination statement that mirrors our EEO statement. Increase the pager amount.

The parties to this Agreement agree that they shall not discriminate against any person because of race, creed, color, ~~sex~~, **gender, gender identity, national origin, religion, ancestry, age, sexual orientation, disability, pregnancy or pregnancy-related condition, genetic information, military status**, and that all covered employees shall receive the full protection of this Agreement.

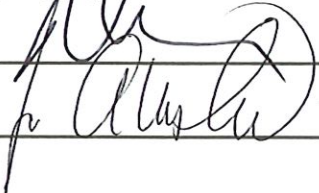
The compensation for carrying the on-call pager, and for answering an after-hours call, and for calling-out DPW staff and/or a private contractor shall be paid at the rate of ~~\$2.65~~ **\$2.80** per hour (the rate as set forth in Article XIV, 'Mandatory Standby Time' of the Collective Bargaining Agreement, as may be amended from time to time through contract negotiations) for each hour outside of the Superintendent's regular work shift during the continuous seven (7) day period for which he carries the pager. It is to be paid in the regular DPW ~~bi-weekly~~ payroll next following the particular Superintendent's week(s) on-call. This compensation shall be charged to the regular DPW salary line item. As with the DPW ~~Director Commissioner, and the DPW Operations Manager, now being~~ that the Superintendents are on-call, the Superintendents shall be permitted to use their assigned DPW vehicle to commute to and from work in order to have the necessary communications equipment and other resources necessary to handle emergency calls as quickly and efficiently as possible, readily at hand.


7. Article 29, Effect Date of Agreement: Change the effective dates of the new agreement.

1. This Agreement by the authorized representatives of the UNION and the EMPLOYER shall become effective on the **first day of July of the year 2024** ~~2021~~.
2. This Agreement will remain in effect until **June 30, 2027** ~~2024~~ unless renewed in writing by both parties.


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.

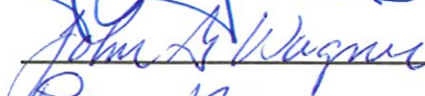
For the Town:






For the Union:







**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 PUBLIC LIBRARY STAFF**

July 1, 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 Public Library Staff ("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 II, Recognition: Change the job title of Marketing and Program Specialist to Marketing and Program Librarian.

The Employer recognizes the Union as the exclusive representative of those permanent, full-time and part-time employees of the employer working at least twenty (20) hours per week in the position of Professional Librarian, including the titles of Archivist, Marketing and Program Specialist, Technology Librarian, Youth Services Librarian, Youth and Teen Services Librarian, Adult Services Librarian, , Branch Community Services Supervisor, Program Librarian Specialist, Library Assistant-Youth Department and the position of Library Assistant. Excluded from the bargaining unit are all other employees.

2. Article VI, Grievance Procedure: Replace the words Trustees of the Dedham Public Library with Town Manager. Change the grievance timetable in step 1 and step 2 to 10 business days.

Purpose

The purpose of the grievance procedure shall be to settle grievances on as low a level as possible so as to insure efficiency and Employee morale. A grievance is defined as an express violation of the specific terms of the Agreement.

Procedure

1. Step 1: The Union steward and/or representative, with or without the aggrieved employee shall present the grievance to the immediate superior of the aggrieved employee within ~~five (5)~~ **ten (10) business** days of the occurrence of the action or incident initiating the grievance, and an earnest effort shall be made to address the grievance in an informal manner.

2. Step 2: If the grievance is not resolved in step 1, the grievance shall then be reduced to writing by the Union and presented to the Library Director within **ten (10)** ~~three (3)~~ **business** days from the resolution effort of the immediate superior. The Director shall meet with the aggrieved Employee and provide his/her response within **ten (10)** ~~five (5)~~ **business** days of the meeting. ~~In the event that the Library Director is the immediate superior of the aggrieved employee, the Union shall present the grievance in writing to the Library Director within five (5) days of the occurrence of the action or incident initiating the grievance.~~

The arbitrator shall be without power to alter, add or to 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, that matters subject to the provisions of the Retirement Board or the authority of the ~~Trustees of the Dedham Public Library Town Manager~~ shall not be subject to this grievance procedure.

3. Article VII, Hours of Work and Rest Periods: Identify how breaks can be taken.

The Main Library will be open Monday through Saturday and the Endicott Branch will be open Sunday through Friday. Staff subject to this collective bargaining agreement shall not be required to work on Sundays. The full-time workweek shall normally consist of five (5) days of seven and one-half (7-1/2) hours in duration within a calendar week beginning on Monday. The total normal workweek shall be thirty-seven and one-half (37-1/2) hours. ~~A rest period of fifteen (15) minutes will be granted to each Employee during each half of a normal workday.~~ **Employees are entitled to a 60-minute rest period of which 30 minutes shall be paid and 30 minutes shall be unpaid. Provided that there is adequate coverage, employees may elect to take their rest period in one of the following ways:**

- 60 minutes lunch break**
- 45 minutes lunch break and a 15 minutes rest period**
- 30 minutes lunch break and two 15 minutes rest periods**

The Employer retains the right to schedule hours of duty in accordance with work requirements of the Dedham Public Library. The employer shall negotiate permanent changes to the regular work hours of an employee covered by this agreement.

4. Article VIII, Holidays: Add Juneteenth as one of the holidays and add wording about when the library is closed on holidays that fall on the weekend.

Regular full-time/permanent part-time Employees shall not lose pay by reason of any of the following 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.

The Libraries shall be closed on the Saturdays prior to Memorial Day and Labor Day. In these instances, all staff members shall work a Monday through Friday schedule during the week prior to Memorial Day and Labor Day. **In the event that a holiday listed above falls on a Saturday, the Library will be closed on Friday and Saturday; if the holiday falls on a Sunday, the Library will be closed on Monday.**

5. Article X, Vacations: Increase the vacation accruals and clarify the process for vacation requests.

A.) 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 Administrator. 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. ~~It is the responsibility of the Department Head to insure that vacations are taken within the "Vacation Year."~~ **Vacation requests must be submitted and approved by the Library Director prior to taking any vacation time off. All requests will be given full consideration and will be approved whenever possible.**

<u>Years of Service</u>	<u>Vacation Allowed</u>
6 months through 5 years	2 weeks 3 weeks
Over 5 years to 10 years	3 weeks 4 weeks
Over 10 years to 19 years	4 weeks 5 weeks
Over 19 years or more	5 weeks

6. Article XII, Leaves of Absence: Update language to include parental leave and eliminate outdated FMLA wording. Change the words Trustees to the Town Manager.

Maternity Leave

~~In accordance with applicable state law, leave without pay of up to eight (8) weeks will be granted to employees who have completed their probationary period for purposes of child birth or adoption.~~

Parental Leave

Eligible employees may be granted up to twelve (12) weeks of compensated leave for the care of and bonding with a child added to the employee's immediate family. Compensation during this period shall be one hundred percent (100%) of the employee's base wages for the duration of the eligible leave period. Base wages shall not include any stipends, differential, or other pay in excess of an employee's regular hourly rate.

Regardless of gender or marital status, an employee shall be eligible for Paid Parental Leave upon meeting the following criteria:

1. The employee has been 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
2. The employee has been in pay status for at least twelve hundred fifty (1,250) hours in the preceding 12-month period; and
3. The employee provides at least thirty (30) calendar days' written notice prior to the start of the requested leave period, unless said notice is impractical. Employees shall complete and submit the request for paid parental leave form to the Director of Human Resources or his/her designee.

Eligibility for paid parental leave shall terminate if an employee transfers to an ineligible position. Further, Paid Parental Leave shall not be paid out upon separation from employment and may not be donated to other employees. 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.

Eligible employees may take Paid Parental Leave in one of two ways:

1. One Continuous Period - Eligible employees may take off one continuous period totaling up to 12 weeks; or
2. Two Continuous Periods - Eligible employees may take off two (2) continuous periods provided the two continuous periods combined total no more than twelve (12) weeks.

All Continuous Periods of Paid Parental Leave must be completed within one year of the Event.

Employees shall keep the Director of Human Resources informed of any changes to their anticipated date of return.

The paid time off under Paid Parental Leave will run concurrently with any available leave under the federal Family and Medical Leave Act ("FMLA") and the Massachusetts Parental Leave Act ("MPLA").

For the purposes of this policy, "Event" shall mean the addition of a child under the age of 18 (or under age 23 with a physical or mental disability) to the Employee's family

through childbirth, surrogacy, adoption, foster care placement, or other legal status or placement. The term "Event" also includes a stillbirth occurring 20 or more weeks into the pregnancy. The term "Event" shall not include the adoption of a new spouse's children following marriage. The birth, adoption, or foster care placement of multiple children at the same time shall constitute only one Event.

Family and Medical Leave (FMLA)

- (a) In accordance with the Family and Medical Leave Act ("FMLA Leave"), employees who have completed twelve (12) months of continuous employment and worked twelve hundred fifty (1250) hours or more during such period will be entitled to leave without pay of up to twelve (12) weeks per fiscal year of employment (from July 1 to June 30) for purposes of
- (1) childbirth, adoption of child rearing; (2) care for seriously ill child, spouse or parent; or
 - (3) due to the employee's own serious illness or injury which prevents the employee from performing his/her job.
- (b) ~~An employee who is pregnant may remain in active employment until the termination of her pregnancy provided that the employee submits a written statement from her physician indicating how long she may safely continue her active employment prior to the expected date of delivery.~~ An employee on FMLA leave will continue to accumulate seniority during such leave, not to exceed twelve (12) weeks, and will be entitled to reinstatement to his/her former position at the conclusion of the scheduled leave or to another position of equivalent status, benefits and pay unless economic conditions or other changes in operating conditions have affected employment during the leave, and, therefore, make it impossible or unreasonable for such reinstatement to occur. If such a situation exists, every effort will be made to place the employee in other suitable employment.
- (c) Paid health benefits will be maintained for the duration of such leave, not to exceed twelve(12) weeks, on the same terms and conditions as if the employee had continued in employment (i.e., the employee will pay his/her share of the cost of health insurance) provided that the employee may be required to repay the amount of premiums paid if the employee fails to return from the leave other than due to (i) the continuation, recurrence or onset of a serious health condition, or (ii) circumstances beyond the employee's control.
- (d) Medical certification must be provided by an employee requesting a family or medical leave for serious illness. The employee may be required to supply a second or third (and binding) medical opinion. Serious illness is defined as an illness, injury, impairment or physical or mental condition that involves; (1) inpatient care in a hospital, hospice, or residential medical care facility; or (2) continuing treatment by a health care provider.

- (e) An employee is required to give not less than thirty (30) days notice before the date the leave to begin of his/her intention to take a leave where the necessity of the leave is foreseeable. However, if due to the nature of uncertainties, in these situations such notice is not possible, notice shall be given as soon as practicable. An employee who returns to work following a family or medical leave of absence must submit a physician's release indicating that he/she is physically able to perform the duties and responsibilities of the position.
- (f) An employee on family or medical leave must apply all accrued paid leave time towards the leave.
- (g) Leave to care for a spouse, child or parent, or because of the employee's own serious illness or injury may be taken intermittently or on a reduced basis provided that the employee may be transferred temporarily to an available alternative position with equivalent pay and benefits which better accommodates recurring periods of leave. ~~Intermittent leave will not be granted an employee for childbirth, adoption or child rearing.~~ Spouses are limited to twelve (12) weeks of leave in the aggregate if the leave is for the care of a sick parent."

Meeting and Conference Leave

Employees may be permitted to attend, without loss of pay, professional meetings and conferences with the approval of the Library Director and ~~the Chairman of the Trustees~~ Town Manager.

Professional Leave

Where an employee is asked to participate in a program of a professional nature, approved by the Library Director and the ~~Trustees~~ Town Manager, one or more days, as deemed necessary, may be granted for preparation thereof, without loss of pay.

General Leaves of Absence

Employees may be granted a general leave of absence without pay at the discretion of the Library Director, and with the approval of the ~~Town Manager Board of Trustees~~, according to the requirements of the Library.

- 7. Article XIII, Sick Leave: Change the words Library Trustees to Town Manager. Increase the sick time retirement or death cash out benefit. Three personal days shall be granted without 1 being charged to sick time.

C.) All employees of the bargaining unit shall be granted three (3) days per year to conduct personal business, ~~one day of which shall~~

~~be charged to sick leave.~~ Such leave shall not be cumulative and must be requested in writing with twenty-four (24) hours' notice, except in cases of emergency.

E.) The ~~Library Trustees~~ **Town Manager** may require such procedures as it deems necessary for the proper administration of these sick leave provisions. When these procedures have been issued, sick leave shall not be granted under any circumstances not conforming to them. Sick leave in excess of 230 days or in excess of any lesser amount accumulated may be granted, at the discretion of the ~~Town Manager Library Trustees~~, upon the recommendation of the Library Director. In the event that an Employee's employment shall terminate for reasons other than retirement or death, there shall be no monetary value attached to accrued sick leave. ~~All full-time Library Employees, having accumulated 50 sick days, will be paid \$50.00 per day on retirement or death for all days of sick leave over 50 days to a maximum of 100 days. Upon the retirement or death of an Employee who has accumulated up to 50 days of sick leave, eight (8) of the aforesaid 50 days accumulated will be transferred to the Sick Leave Bank. All full-time employees having accumulated fifty (50) sick days will be paid \$50.00 per day upon retirement or death to a maximum of 100 days beyond the accumulated fifty (50) days, or a maximum of five thousand (\$5,000.00).~~

Upon retirement or death, all full-time employees having accumulated twenty-five (25) sick days or more will be paid \$55.00 per day to a maximum of 100 days beyond the accumulated twenty-five (25) days or a maximum of five thousand five hundred dollars (\$5,500).

<u>Sick days Accrued</u>	<u>Sick Leave Buy Back</u>
25 sick days	\$0
26 sick days or more	Maximum buy back 100 days @ \$55 per day = \$5,500

8. Article XIV, Bereavement Leave: Increase the bereavement benefit. Add a death benefit if the employee sustains a work related injury that results in death.

(A) Leave, without loss of pay, will normally be granted by the Employer to attend the funeral, wake and/or memorial service held within a reasonable period of time, in the event of a death in the Employee's immediate family. Such leave will have no effect on entitlement 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 **bereavement leave according to the chart indicated below: no more than four (4) consecutive working**

~~days. Immediate family, as used herein, includes the following persons: spouse, child, parent.~~

~~(B) Such Employee shall be granted three (3) consecutive working days in the event of death of the Employee's parent-in-law, sister, brother, 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 a sister-in-law or brother-in-law.~~

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

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 day 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 leave of absence, 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.

~~(C) In the event of a death, which death directly affects an Employee as described in (A) and (B), paid funeral or bereavement leave shall be granted provided that payment will be made only for those days upon which the Employee has library responsibilities and shall not apply to holidays, days on which the Employee is not scheduled to work, or days falling within the Employee's vacation period.~~

(D) In the event an employee who in the performance of his/her duties as an employee is killed or sustains work-related injuries which result in his/her death, the Town shall pay reasonable expenses (not to exceed \$10,000) of the funeral or burial of such employee.

9. Article XIX, Compensation and Classifications: Clarify when an employee is eligible for a step raise. Drop the first step and add two steps at the maximum to the existing salary table. Adjust the salary schedule so that the steps are 3.5% between steps. 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. Library employees will move to the new grid according to Attachment A of this Memorandum of Agreement.

Employees shall proceed through the steps in the assigned grade of his/her position on July 1 of each contract year. Any employee hired *between July 1st and December 31st* after the initial effective date of this agreement who has worked for less than thirty (30) weeks before July 1 of a year will be eligible for a step increase on the following ~~January~~ July 1st and subsequent step increase anniversary dates shall be ~~January~~ July 1st. ~~Otherwise all action relative to step increases shall be effective July 1 of each year, that is, employees hired prior to the effective date of this agreement and employees hired after the initial effective date of this agreement who have worked more than thirty (30) weeks before July 1 of a contract year shall have a step increase anniversary date of July 1.~~ *Any employee hired between January 1st and June 30th after the initial effective date of this agreement who has worked for less than thirty (30) weeks before July 1 of a year will be eligible for a step increase on the following January 1st and subsequent step increase anniversary dates shall be January 1st.*

Employees working a thirty-seven and one-half (37 ½) hour work week shall be paid overtime at the rate of one and one-half times his/her regular rate of pay for work in excess of thirty-seven and one-half (37 ½) hours in one (1) week. Authorized sick time will count for the 37 ½ hour provision. **Overtime shall be equally and impartially distributed among union personnel subject to this bargaining agreement. Part-time union employees shall be included in the overtime list.**

10. Article XX, Permanent Part-Time Employees: Change the words Trustees to the Town Manager.

Certain Employees of the Library are assigned duties which do not require the full-time attention of one person per day or per week, but which are predictable and budgeted in advance by the ~~Town Manager~~ Library Trustees for the ensuing year. Such Employees are referred to as permanent, part-time Employees.

11. Article XXI, Layoff: Change the words Trustees to the Town Manager.

In the event that the Trustees ~~Town Manager~~ decides to lay off Employees in any classification, the ~~Trustees~~ Town Manager will select Employees for layoff within such classification(s) in reverse order of their seniority (i.e. "last in - first out"). An Employee's seniority shall be determined according to the Employee's continuous service with the Library.

Rehiring within each classification shall be in reverse order of seniority; that is, the person with the highest seniority shall be rehired or reinstated

first and shall receive a 30-day written notification of his/her forthcoming reinstatement.

12. Article XXIII, Miscellaneous: Decrease the number of Saturdays that the employee is required to work. Change the pay cycle to a weekly basis in arrears, use a time recording system and develop a performance evaluation system effective January 1, 2025. Eliminate the need for the employee to provide a written request to the Library Director in order to review his/her personnel file.

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 of pay checks 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 that employees will be provided with~~ 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 and leaving their respective work site.**

Performance Evaluations

The parties to this agreement agree to establish a performance evaluation system for all members of the bargaining unit effective January 1, ~~2006~~ **2025**.

Personnel Files:

An employee will have the right, ~~upon receipt of a written request by the Director and within a reasonable period of time,~~ to examine the contents of his/her personnel file and to make a copy of material within the personnel file. An employee shall be informed via email of the placement of any documents or materials relative to the employee's work, including but not limited to; letters of appreciation or commendation and disciplinary notes or letters.

Staffing Levels:

The Employer agrees to maintain a minimum of three staff members on duty at the Main Library when the facility is open to the public. The Employer further agrees to maintain a minimum of two staff members on duty at the Endicott Branch Library when the facility is open to the public. In the event that the staffing levels drop below the established staffing levels, the facility shall be closed to the public and the staff shall be

reassigned other duties for the remainder of the work shift or, at the discretion of the Director, may be reassigned to the Library facility that remains open. The staffing levels in this clause refer to the total staff on duty, exclusive of non-unit positions. No staff member, including full and part-time employees shall be required to work more than ~~seventeen~~ **fifteen (15)** Saturdays per Fiscal Year ~~while the Endicott Branch and the Main Library are open on Saturdays.~~ However, the Director and an employee may mutually agree to work additional Saturdays beyond the ~~seventeen (17)~~ **fifteen (15)** in a Fiscal Year.

~~If only one library facility remains open on Saturdays, full time employees will continue to work a maximum of seventeen Saturdays but part time employees will be required to work every sixth Saturday.~~

~~If both locations remain open on Saturdays following a six month period, the parties may agree to meet and discuss the impacts of both facilities remaining open on Saturdays and may negotiate the impact of the changes to staffing levels for both facilities.~~

It is agreed that **every attempt will be made to have a custodian or member of management must be present to close the Main Library.**

13. Article XXIV, Tuition Reimbursement: Increase tuition reimbursement from \$2,000 to \$5,000.

An annual tuition reimbursement fund of ~~\$2,000~~ **\$5000** will be created to reimburse union members for the cost of tuition for job-related courses and training, subject to the following conditions: (1) employees will be required to seek and receive prior approval of the Library Director and Town Administrator that the course or training is job-related; (2) that a maximum reimbursement of ~~\$1000~~ **\$500** (beginning FY'15) per course will be paid; (3) that the employee must attain a grade of "B" or better in the approved course (or a grade of "pass" in a pass/fail system); and (4) that participation in the tuition reimbursement program will be on a first come, first served basis (subject to the appropriation limit), with no employee participating in the program more than once in fiscal year unless no other employees seek such reimbursement.

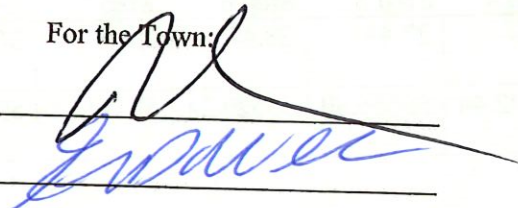
14. Article XXVII, Safety & Healthy Workplace: Add a Safety and Healthy Workplace Article

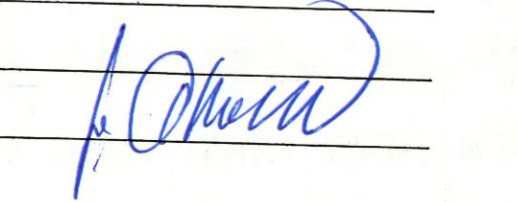
The Employer agrees that it will provide a safe and healthy workplace. A safe and healthy workplace includes, but is not limited to, proper ventilation, air and water quality, healthy temperature and safe noise and moisture levels as well as meeting safety and security standards. The Employer agrees in collaboration with the union to evaluate and make recommendations to the safety committee

to correct any unsafe condition, safety or health hazard. This includes Employer's commitment to promptly investigate all hazards, unsafe conditions and accidents brought to its attention and to promptly remedy all hazards and unsafe conditions its investigation reveals.

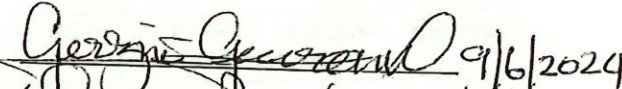
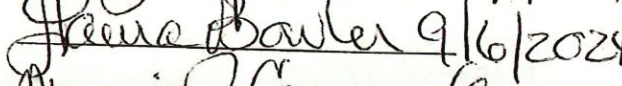
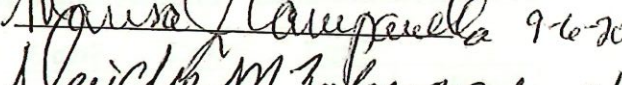
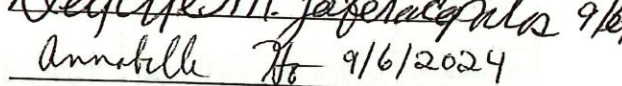
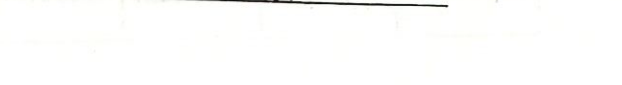
This Memorandum of Agreement shall be considered off-the-record until ratified by the Union's membership and the Select Board and, as applicable, funded by Town Meeting. The bargaining team shall sponsor and port such ratification. Failing such ratification and/or funding by Town Meeting, this Memorandum of Agreement shall be deemed null and void and both parties will be free to return to their prior bargaining positions.

For the Town:





For the Union:

 9/6/2024
 9/6/2024
 9-6-2024
 9/6/24
 9/6/2024

Circulation Supervisor – Effective July 1, 2024 -3%

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Hourly	32.19	33.33	34.50	35.70	36.96	38.26	39.60	40.99
Annually	62789.74	65006.50	67291.12	69620.98	72086.56	74619.74	77231.44	79934.13

Library Assistant – Effective July 1, 2024 -3%

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Hourly	23.96	24.79	25.66	26.58	27.49	28.47	29.47	30.50
Annually	46730.84	48359.22	50055.72	51842.44	53606.80	55529.24	57472.74	59484.36

Professional Librarian – Effective July 1, 2024 – 3%

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Hourly	33.56	34.72	35.94	37.19	38.51	39.85	41.25	42.69
Annually	65458.90	67720.90	70095.74	72538.70	75094.76	77718.16	80438.54	83253.82

Circulation Supervisor – Effective July 1, 2025 -3%

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Hourly	33.16	34.33	35.54	36.77	38.07	39.41	40.79	42.22
Annually	64673.44	66956.76	69309.76	71709.56	74248.98	76858.34	79548.30	82332.38

Library Assistant – Effective July 1, 2025 -3%

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Hourly	24.68	25.54	26.43	27.38	28.31	29.33	30.35	31.41
Annually	48132.76	49810.02	51557.48	53397.76	55214.90	57195.06	59197.06	6126874

Professional Librarian – Effective July 1, 2025 – 3%

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Hourly	34.57	35.77	37.02	38.31	39.66	41.05	42.48	43.97
Annually	67422.94	69752.54	72198.62	74714.90	77347.66	80049.84	82851.60	85751.38

Circulation Supervisor – Effective July 1, 2026 -3%

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Hourly	34.16	35.36	36.60	37.87	39.21	40.59	42.01	43.48
Annually	66613.82	68965.52	71388.98	73860.80	76476.40	79164.02	81934.84	84802.38

Library Assistant – Effective July 1, 2026 -3%

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Hourly	25.42	26.30	27.23	28.20	29.16	30.21	31.26	32.36
Annually	49576.54	51304.24	53104.22	54999.88	56871.36	58910.80	60972.86	63106.94

Professional Librarian – Effective July 1, 2026 – 3%

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Hourly	35.61	36.84	38.13	39.46	40.85	42.28	43.76	45.29
Annually	69445.48	71845.02	74364.42	76956.36	79668.16	82451.20	85337.20	88324.08

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**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,
TOWN HALL UNIT**

October , 2024

NOW COMES the Town of Dedham (“the Town”) acting by and through its Board of Selectmen (“the Board”) and the American Federation of State, County, and Municipal Employees, AFL-CIO State Council No. 93, Local 362, Town Hall Unit (“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. Article I, Recognition: Add job descriptions that currently exist to the recognition article.

Assistant Town Accountant, Assistant Director of Assessing, Assistant Health Director, Assistant Treasurer/Collector, Assistant Council on Aging Director, Assistant Conservation Agent, Assistant Library Director, Clinical Social Worker, Payroll Administrator, Assistant Building Inspector, Assistant Building Inspector/Code Enforcement Officer, Public Health Nurse, Assistant Town Clerk, Election Specialist, Accounts Payable Clerk, **Unpaid Taxes & Treasury Clerk**, Youth Coordinators, Youth Services Counselor, Assessing Specialists, **Environment Specialist**, Field Data Collector, Custodians, Senior Custodians, Facilities Department Assistant, Animal Control Officer, Parking Enforcement Officer, Administrative Assistants, Office Managers, Caretakers, Event Coordinator, Senior Clerk – Building, Tax & Treasury Clerks, Senior Tax & Treasury Clerks, Plumbing & Gas Inspector, Electrical Inspector, Council on Aging Outreach Coordinator, Council on Aging Program/Volunteer Coordinator, Health Inspector, Council on Aging Van Driver, Utility Billing Specialist, Economic Development Planner, **Planner**, Senior Planner.

2. Article III, Union Dues/Agency Fee: Add Janus vs. AFSCME wording and delete wording that is no longer applicable because of the Supreme Court ruling.

~~In accordance with the provisions of Chapter 150E of the General Laws, all employees in the Bargaining Unit (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.~~

Janus Decision:

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.

3. Article VIII, Job Posting, Bidding and Probationary Period: Change the wording to reflect our current practice for job postings. Change the wording regarding the dates of step increases to reflect the current practice.

A. When a vacancy occurs in a department that is within the bargaining unit and covered by this Agreement, the Employer shall post such vacancy within fifteen (15) days of the position being vacated. The posting will be done internally, for five (5) **working** days, before the posting is put out to the public. The internal method of posting shall include system wide e-mail, on the bulletin boards located in the Town Hall, the Public Library and the Endicott Estate, listing the pay, duties, and qualifications. A job may be posted later than the fifteen (15) day limit provided that the Union and the Employer agree to waive the time limit and establish a new time limit. When **an internal** vacancy is posted, a copy of the posting shall also be given to the Chapter Chairman and the Shop Steward. This notice of vacancy shall remain posted for five (5) working days. Employees interested in the position shall apply in writing to the ~~head of the department wherein the vacancy exists~~ **Human Resources Department** within the posting period. The Employer shall determine whether any applicants within the bargaining unit are qualified, based on the job description of the posted position. All bargaining unit applicants will receive a notice of appointment or denial in writing within 10 days following the determination by the Employer. The results of the determination are subject to the grievance procedure. Where qualifications are relatively equal between two bargaining unit candidates, seniority will be the determining factor. No external applications shall be considered until all bargaining unit applicants are deemed by the Town to be clearly not qualified.

B. A qualified applicant shall be given a ninety (90) day trial and training period in the new position at the applicable rate of pay which shall be equal to or greater than the present rate. If at the end of the trial and training period it is determined that the employee is not qualified to perform the work, he or she shall be returned to his or her old position, and the job shall be re-posted. Final determination of the person to fill the position shall rest with the Employer, said determination being subject to the grievance procedure. Any employee **newly hired between July 1st and December 31st will receive a step increase on the following July 1st. Any employee hired between January 1st and June 30th will receive a step increase on January 1st.** ~~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 a year will be eligible for a step raise on the following January 1 and subsequent anniversaries of January 1. Otherwise, all step raises for employees covered by this section will occur on July 1 of each year.~~

4. Article XI, Salary Schedule: A new wage schedule shall be prepared and inserted into the Successor Agreement reflecting an increase in wages of 3% effective July 1, 2024, 3% effective July 1, 2025, 3% effective July 1, 2026. Effective January 1, 2026, a new step 11 will be added to all salary ranges. Step 11 will be 3.5% above step 10.

5. Article XII, Hours of Work: Change wording to reflect current hours and position job titles. Change to a weekly payroll.

The regular hours of work for full-time employees shall be Monday through Friday, 8:30 a.m. to 4:30 p.m., with a one-hour lunch (½ hour paid). **Effective January 1, 2026**, Town Hall will remain open one night per week from 4:30 PM to 7:00 PM. To provide office coverage for the increased hours, employees within each office of Town Hall, other than as ~~provided in memorandums of agreement relating to the Collector, Council on Aging Police, Fire, Recreation, Library, and Youth Commission offices, will alternate the night hours~~ **with have** a half day off on Friday starting at 1:00 PM. It is further agreed that the **Assistant Library Director's Administrative Assistant's** hours will be Monday through Friday from 8:30 AM to 4:30 PM, with a one hour lunch break (½ hour paid) and no other scheduled breaks. Upon the recommendation of the Department Head, and with the approval of the Town Manager, hours of work for employees in special situations, including Custodians, Secretary to Fire Chief and Police Chief, may vary from the above guidelines.

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.

6. Article XVII, Sick Leave: Increase the sick leave buy back amounts for employees with over 125 sick days. Allow retiring employees to donate up to 25 sick days to the sick bank.

In the event that an employee voluntarily terminates employment, except for reasons of retirement or death, there shall be no monetary value attached to accrued sick leave. All full-time employees having accumulated twenty-five (25) sick days will be paid \$55.00 per day upon retirement or death to a maximum of 100 days beyond the accumulated twenty-five (25) days, or a maximum of five thousand five hundred dollars (\$5,500.00) **or \$60 per day to a maximum of 100 days beyond the accumulated one hundred and twenty-five 125 days or a maximum of \$6,000. The first 25 days may be donated to the sick bank.**

<u>Sick days accrued</u>	<u>Sick leave buy back</u>
25 sick days	\$0
26 – 125 sick days	Sick leave accrued over 25 days will be paid @ \$55 per day up to a maximum of \$5,500 or
126 – 225 sick days	Sick leave accrued over 125 days @ \$60 per day up to a maximum of \$6,000

7. ARTICLE XXIV, Leave of Absence: Include paid parental leave policy information in the leave of absence section of the contract.

A leave of absence, without pay, may be granted to an employee (~~working in a department reporting directly to the Town Manager~~) at the discretion of the Town Manager **and Human Resources Director** for a period not to exceed six (6) months. ~~For those employees of a department not reporting to the Town Manager, the department head shall render the decision on granting or not granting the requested leave of absence.~~ In all instances, the employee may utilize the grievance procedure based on a claim of an arbitrary or capricious action by

the Town Manager, **Human Resources Director** or department head. Seniority and benefits shall not accumulate during this time of absence.

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 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.

8. Article XXV, Safety: Increase the clothing stipend from \$350 to \$500 and the boots stipend from \$150 to \$275.

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 the uniforms will be established by a Joint Labor/Management Committee for custodians, caretakers and security personnel at the Endicott Estate and canine controller. During the period of this contract, the Union will be allowed, subject to the approval of the Department Head, to set new uniform standards for department dress, and a clothing stipend will be provided at a rate of up to **\$500.00** ~~\$350.00~~ per man/woman per year. It is expressly agreed that the Department Head retains all management rights in setting and enforcing dress policies for the Department. Employees required to wear safety shoes will receive up to **\$275.00** ~~\$150.00~~ toward the cost of purchasing work boots.

9. Article XXVI, Miscellaneous Provisions: Change contract wording to reflect our EEO policy. Grandfather the car stipend procedure for existing employees and new employees will be governed by the Vehicle Use Policy.

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

Current employees entitled to receive a car allowance shall be grandfathered and shall

receive \$375 per month on July 1, 2007. Those positions that have historically received receive a pro-rated partial amount of this allowance currently will be grandfathered and receive the pro-rated partial amount of the new monthly amounts defined herein. The Vehicle Use Policy shall govern vehicle use and reimbursement for other employees. In the event that an employee is required to use his or her personal vehicle on a year round basis, and that employee has not been assigned a municipal vehicle the Town Manager shall authorize the payment of a vehicle stipend. Such stipend may be rescinded with 90-day written notice and will not be paid in combination with personal automobile expense reimbursement.

10. Article XXVII, Performance Evaluation System : Change the article wording from performance evaluation system to bi-annual check system in. Developed a bi-annual check in form.

The parties to this agreement agree to pilot establish a performance evaluation a bi-annual check-in procedure to improve communication and feedback between supervisors for all members of the bargaining unit effective January 1, 2026 through January 1, 2027. The supervisor and employee shall use the bi-annual check-in form (Appendix A) and meet to discuss it at a minimum of once during the one-year period. All supervisors shall be trained on the administration of the bi-annual check-in form prior to its implementation on January 1, 2026. A performance evaluation of every employee in the bargaining unit shall be conducted every two years at a minimum but may be conducted annually at the Town Manager's discretion. The evaluation 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. The union appointed subcommittee shall be appointed by July 1, 2022.

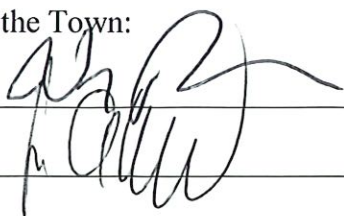
If an evaluation shows a slide in a member's performance the said member will meet with management and a union representative for corrective action before any form of discipline.

11. Article XXX, Effect of Agreement: The Successor Agreement shall reflect an effective date of July 1, 2024 and a termination date of June 30, 2027.

Except as modified in accordance with this Memorandum of Agreement, the Successor Agreement shall be identical in all respects to the Previous Agreement.

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

For the Town:

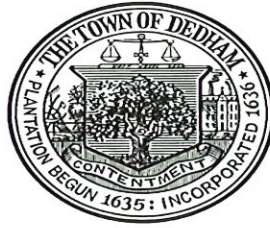


For the Union:



Kelli Leahy
Ronald J. Mammone
Gonda Flanagan

Appendix A



**TOWN OF DEDHAM
BIANNUAL CHECK-IN FORM**

For the Year(s) of _____ through _____

Employee Name:		Department:	
Position Title:		Supervisor Name:	

The purpose of this form is to encourage you to reflect on professional development, accomplishments, and future goals. It also provides you with the opportunity to alert the Town to barriers hindering your work. It is not intended to be used for disciplinary action. It is recommended that you complete the self-evaluation and provide it to your supervisor in advance of your meeting.

EDUCATIONAL AND CAREER DEVELOPMENT: Please list any professional development you have participated in during the past year. Please list any professional development you want to participate in during the upcoming year. Please answer: what training or tools do I need to do my job and obtain my goals?

ACCOMPLISHMENTS: List your most important achievements in the past year. Please answer: what am I most proud of that I want to share?

GOALS FOR THE UPCOMING YEAR: List what you would like to discuss as your goals for the upcoming year. Please answer: what are my priorities right now?

OTHER COMMENTS: What other comments would you like to discuss regarding your job? For example: Are you being adequately challenged in your job? Does your job allow you to utilize your skills and abilities? What obstacles, if any, are you running into?

Check-in Date _____

The supervisor and employee discuss the information above and develop a plan to assist the employee obtain their goals.

Supervisor Comments

Employee Signature _____

Date _____

Supervisor Signature _____

Date _____

**MEMORANDUM OF AGREEMENT
BETWEEN THE
TOWN OF DEDHAM
AND
AFSCME COUNCIL 93, LOCAL 362
ON BEHALF OF THE
DEDHAM PARKS AND RECREATION BARGAINING UNIT**

October 24, 2024

NOW comes the Town of Dedham (“the Town”) acting by and through its Select Board (“the Board”) and AFSCME Council 93, Local 362 (Parks Unit) (“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 IV, 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.~~

~~In accordance with the provision 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 municipal EMPLOYER 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. This provision shall go into effect as of the date that this contract is executed.

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.

2. Article XI, Hours of Work: Delete portions of the contract that are no longer applicable.

Labor Forces Regular Shift: 7:00 A.M. - 3:00 P.M. ~~or from April 1 through and including September 30 and 7:30 A.M. - 3:30 P.M. from October 1 through and including March 31 of each year.~~

The normal work week shall consist of five (5) consecutive eight (8) hour shifts, Monday through Friday, a total of forty (40) hours per week inclusive of a paid, thirty (30) minute lunch period. Employees have the option of working through their lunch period and leaving thirty (30) minutes earlier from their shift with the approval of their supervisor. **Approval shall be based on the work needs of the department.**

The work day of employees shall consist of eight (8) hours for each shift. Work hours will not be changed for the purpose of avoiding overtime payment.

3. Article XV, Overtime: Add wording about the approval of overtime.

Employees covered by this Agreement shall be paid overtime at the rate of one and one-half times his regular rate of pay for work in excess of eight (8) hours in one (1) day and forty (40) hours in one (1) week. All work performed on Sunday shall be paid at the rate of double the regular rate of pay. Authorized vacation leave, personal leave, military leave, jury duty leave, **and** business leave, ~~and sick leave~~ will count towards the minimum requirements to work eight (8) regular hours in each workday and forty (40) regular hours in each workweek in order to be eligible for overtime pay. Any time lost in a pay period (workweek) for which an employee is charged with being absent without leave, suspended, docked, on worker's compensation leave, and/or on a leave of absence shall not count towards the minimum eight (8) hour workday nor forty (40) hour workweek for the purpose of calculating overtime pay.

Any employee called back to work on the same day, after having completed his/her assigned work and left his/her place of employment and before his/her next regular scheduled starting time, shall be paid at the rate of time and one-half for all hours worked on recall. He/she will be guaranteed a minimum of four (4) hours pay at time and one-half. This guarantee of four hours shall not apply if the employee is called back to work within the four-hour period immediately prior to the starting time of hi/her shift. Scheduled overtime will be paid at one and one-half times the hourly rate for the actual time worked.

An employee who is working on overtime shall continue to be compensated at the overtime rate through the next regular shift (provided the overtime shift began before midnight) until he/she has been relieved from duty or otherwise terminates that continuous work period.

Overtime wherever possible shall be equally and impartially distributed among personnel in each area who ordinarily perform such related work in the normal course of their work week.

Overtime shall be pre-approved by the Department Head before the work commences except in emergency situations.

4. Article XVI, Vacations: Increase the vacation allotment

A) Vacation entitlements shall be based on the following table:

<u>Years of Service</u>	<u>Vacation Allowed</u>
6 months through 5 years	2 3 weeks
5 years to 10 years	3 4 weeks
Over 10 years to 19 years	5 weeks
19 years or more	5 7 weeks

5. Article XVII, Holidays: Add Juneteenth as a holiday.

The following days will be recognized as paid legal holidays:

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

The foregoing **twelve (12)** ~~eleven (11)~~ paid holidays will be granted regardless of when they fall. Any employee who works on one of these holidays will be paid at the rate of time and one-half plus his normal pay for each hour worked, except on New Year's Day, Memorial Day, Fourth of July, Thanksgiving and Christmas Day when the employee will be paid at the rate of double time plus his normal pay for each hour worked.

6. Article XVIII, Sick Leave and Health Insurance: Change the wording of personal days so that they are not deducted from sick time.

~~Two working days each year for each employee may be charged against sick leave and one~~ **three** working days each year not charged to sick leave may be used for personal leave with 24 hours notice. Personal leave may be utilized in four hour increments with the approval of the Parks Director.

7. Article XIX, Funeral Leave and Death of an Employee: Increase the bereavement benefit.

In case of a death in an employee's immediate family, a permanent employee may be granted a leave of absence with pay for the workdays falling between the time of death and the day next following the day of the funeral in accordance with the following schedule:

- ~~Four (4) days shall be granted for an employee's spouse, child, step-child,~~
~~foster child, father, mother, or active step-parent (meaning presently married to parent);~~
- ~~Three (3) days shall be granted for an employee's sister or brother;~~
- ~~Two (2) days shall be granted for an employee's grandmother, grandfather, grandchild,~~
~~mother-in-law, father-in-law, or relative living in the employee's household, and~~

~~One (1) day shall be granted for bother in law, aunt or unele.~~

Days	
7	Spouse, life partner, child
5	Paren, person living in household
4	Sibling, parent-in-law, grandchild
3	Grandparent, child-in-law
2	Sibling-in-law, aunt, uncle, niece, nephew

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 leave to the leave of absence, 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.

In the event a member of the collective bargaining unit who, in the performance of his/her duties, is killed or sustains injuries, which result in his/her death, the Town shall pay reasonable expenses, not exceeding ~~six ten~~ thousand dollars (~~\$6,000.000~~) (**\$10,000**) of the funeral and burial of such employee.

8. Article XXII, Leave of Absence: Add new parental leave policy wording

In the case of the birth, adoption or placement of a foster child, the Town of Dedham's Paid Parental Leave Policy shall apply to employees who have been 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.

~~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 **or the Town of Dedham's Paid Parental Leave Policy** 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~~ **Director** may require that any Employee produce medical certification that s/he is physically able to resume work before returning.

A leave of absence, without pay, may be granted to an employee at the discretion of the Parks and Recreation Commissioners for a period of not more than six (6) months. Seniority and time off benefits shall not accumulate during this time of absence. The Town's contribution toward health insurance will be suspended for this time of unpaid leave.

9. Article XXIV, Classification Plan and Pay Rates: Adjust the salary scale by dropping the first step and adding 1 step to all classifications. A senior step of 5% that is attainable after 15 years of service shall be added to the Foreman's position effective July 1, 2024. The senior step will replace the prior parks and recreation agreement for the Foreman's pay. Parks and Recreation employees will move to the new grid according to Attachment A of this Memorandum of Agreement. A 3% cost of living adjustment on July 1, 2024, 3% cost of living adjustment on July 1, 2025, and 3% cost of living adjustment on July 1, 2026 shall be added to the salary scale.

Effective July 1, 2024 (FY2025) 3% COLA

Grade I/Laborer

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
Hourly	22.4680	23.2800	24.0688	24.9039	25.7971	26.7000
Annual	46733.44	48422.40	50063.00	51800.06	53658.02	55536.00

Grade II/SMEO & Craftsperson

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
Hourly	29.4044	30.4484	31.5157	32.6059	33.7541	34.9355
Annual	61161.10	63332.60	65552.76	67820.22	70208.58	72665.84

Working Foreman

*Senior Step is attained after 15 years of Town of Dedham service

	<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>Senior Step*</u>
Hourly	33.0119	34.1834	35.3781	36.6309	37.9301	39.2576	41.2205
Annual	68664.70	71101.42	73586.50	76192.22	78894.66	81655.86	85736.64

Effective July 1, 2025 (FY2026) 3% COLA

Grade 1/Laborer

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
Hourly	23.1420	23.9784	24.7909	25.6512	26.5710	27.5010
Annual	48135.36	49875.02	51565.02	53354.08	55267.68	57202.08

Grade II/SMEO & Craftsperson

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
Hourly	30.2865	31.3619	32.4612	33.5841	34.7667	35.9836
Annual	62995.92	65232.70	67519.40	69854.98	72314.84	74845.94

Working Foreman

*Senior Step is attained after 15 years of Town of Dedham service

	<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>Senior Step*</u>
Hourly	34.0023	35.2089	36.4394	37.7298	39.0680	40.4353	42.4571
Annual	70724.68	73234.46	75793.90	78477.88	81261.44	84105.32	88310.82

Effective July 1, 2026 (FY2027) 3% COLA

Grade 1/Laborer

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
Hourly	23.8363	24.6978	25.5346	26.4205	27.3681	28.3260
Annual	49579.40	51371.32	53112.02	54954.64	56925.70	58918.08

Grade II/SMEO & Craftsperson

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
Hourly	31.1951	32.3028	33.4350	34.5916	35.8097	37.0631
Annual	64885.86	67189.72	69544.80	71950.58	74484.28	77091.30

Working Foreman

*Senior Step is attained after 15 years of Town of Dedham service

	<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>Senior Step*</u>
Hourly	35.0224	36.2652	37.5326	38.8617	40.2400	41.6484	43.7308
Annual	72846.54	75431.72	78067.86	80832.44	83699.20	86628.62	90959.96

10. Article XXVI, Miscellaneous Provisions: Add wording to mirror the Town of Dedham's EEO statement about no discrimination. Add wording about paychecks being distributed weekly in arrears and a time recording procedure.

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

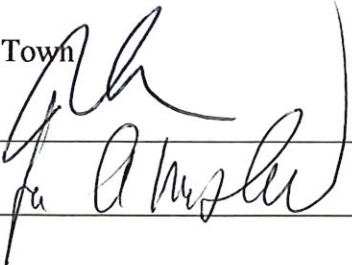
Pay Checks- All paychecks will be issued by direct deposit. Any employee who is not currently paid via direct deposit will have 30 days from the effective date of the signing of the contract to set up an account for this purpose. All pay stubs will be delivered electronically. **The Town reserves the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

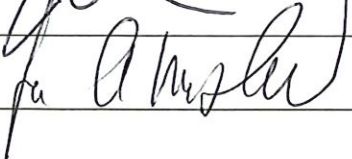
Employees shall be paid on a weekly basis for the work week prior to the payroll week. Paychecks will be 1 week in arrears according to M.G.L. 41, Section 56.

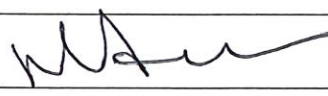
11. Article XXVIII, Effect of Agreement: This Agreement shall be modified to reflect a July 1, 2024 start date and a June 30, 2027 end date, with the deadlines/start dates for giving notice of the desire to negotiate a new agreement changed to April 15, 2027.

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.

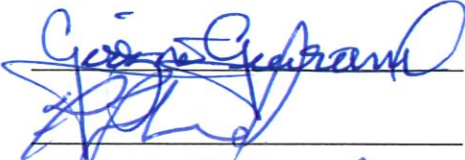
For the Town

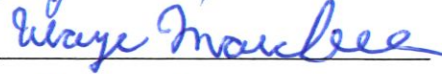







For the Union







MEMORANDUM OF AGREEMENT
BETWEEN THE
TOWN OF DEDHAM
AND THE
DEDHAM POLICE ASSOCIATION
LIEUTENANTS AND SERGEANTS

June 30, 2024

NOW COMES the Town of Dedham ("the Town") acting by and through its Select Board ("the Board") and the Dedham Police Association Lieutenants and Sergeants ("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;

WHEREAS, the Town and the Union wish to enter into certain initial agreements prior to the commencement of said negotiations;

NOW, THEREFORE, it is agreed as follows:

1. Article XXVII Paychecks: Add wording that the pay week will change to a Monday through Sunday weekly pay and utilize an electronic scheduling/time system.

The employer has the exclusive authority to determine how and when pay checks will be issued. However, any change in the frequency of when paychecks will be issued will only occur after the employer notifies the Union at least two weeks prior to when such change will take place. **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 VII, Vacations: Add 1 week of vacation as depicted below.

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

The intent herein is to grant ~~ten~~ fifteen (15) working days of vacation per year for employees

with from ten months to five years of service; ~~fifteen~~ **twenty (20)** working days for five to ten years; ~~twenty-five (25)~~ working days ~~ten to twenty years;~~ and ~~twenty-five~~ working days for more than ~~twenty~~ ten years of service. In case of any conflicting calculation, the days per month method of computation will govern.

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

3. Article XII Rates of Pay: A new salary schedule shall be prepared and inserted into the successor agreement reflecting a market adjustment and 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.

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

Salary Schedule - Lieutenants
Effective July 1, 2024 – includes 3% COLA

	Hourly Rate	Annual Salary
Minimum	52.06	108,284.80
Maximum	59.22	123,177.60

Salary Schedule - Sergeants
Effective July 1, 2024 – includes 3% COLA

	Hourly Rate	Annual Salary
Minimum	41.62	86,569.60
Maximum	46.06	95,804.80

Salary Schedule - Lieutenants
Effective July 1, 2025 – includes 3% COLA

	Hourly Rate	Annual Salary
Minimum	57.79	120,203.20
Maximum	65.73	136,718.40

Salary Schedule - Sergeants

Effective July 1, 2025 – includes 3% COLA

	Hourly Rate	Annual Salary
Minimum	46.20	96,096
Maximum	51.13	106,350.40

Salary Schedule - Lieutenants

Effective July 1, 2026 – includes 3% COLA

	Hourly Rate	Annual Salary
Minimum	59.52	123,801.60
Maximum	67.70	140,816

Salary Schedule - Sergeants

Effective July 1, 2026 – includes 3% COLA

	Hourly Rate	Annual Salary
Minimum	47.59	98,987.20
Maximum	52.66	109,532.80

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

<u>Effective Date</u>	<u>Evening Shift 4PM-midnight including split shifts</u>	<u>Midnight Shift midnight-8AM</u>
July 1, 2005	\$68.20	\$86.80
July 1, 2006	\$74.40	\$99.20
July 1, 2007 2024	\$80.60 5%	\$111.60 6%

Lieutenants shall be paid a night shift differential of 24% more than that paid to Sergeants for the second (and split shifts, including shifts on administrative schedules on which they work two first halves) and third shifts (known as first-half and second-half). These differentials shall only be paid to the Employee regularly scheduled for such shifts. In the event that an Employee is scheduled for two (2) or more tours, but less than four (4) tours, he/she shall receive half the differential amount that is assigned to the shift that was worked. The prosecutor stipend shall be paid a differential of 5% of base pay.

In the event there are three or more Patrol Officers working on a detail and a Superior Officer is assigned in a supervisory capacity, the ranking Superior Officer shall be paid four dollars (\$4) more per hour.

Supervisors working a detail with another officer will be paid as Officer in Charge. If two supervisors are working the detail the highest rank will be the Officer in Charge. If both employees are the same rank, seniority will be the determining factor. The Officer in Charge's pay will be the supervisor's overtime rate. The rate will be paid in 4-hour blocks. After 8 hours will be 1-hour blocks at the same rate. Any cancelations for any details by any vendors must be made by 8pm the previous night, if canceled after 8PM the vendor will be responsible for the 4-hour block.

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

All members of the bargaining unit will be guaranteed twelve (12) paid holidays. Said holidays to be as follows: New Year's Day, Martin Luther King Day, Washington's Birthday, Patriots' 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 Christmas Eve until 4:00 PM on Christmas Day shall be compensation at time and one-half.

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

5. Article XXVI, 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. superior officer tasks). Credited exercise time shall be limited to workouts that are performed at the Safety Building, the police officers' home gym or any other physical

activity. Superior Officers shall submit a form attesting to the minutes of physical exercise that they participated in either at their own personal gym, at the safety building or other physical activity.

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 the cost for any officer who would like to have a cardio metabolic screening. The cardio metabolic screening will be offered to superior officers every three years. Superior 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.

6. Article XX, Career Incentive Pay: Add a sentence that educational incentive will be calculated on base wages.

Effective July 1, 2018, any full-time employee entitled to receive career incentive pay, in addition to their base salary, will receive career incentive pay as determined in accordance with the formula set forth in Massachusetts General Laws, Chapter 41, Section 108L. Educational incentives will be calculated on an officer's base wages.

7. The parties agree to establish a Labor Management Committee comprised of four (4) bargaining unit members and three (3) management members (Town Manager, HR Director, and Management Analyst) to evaluate the employment and promotional process. Upon agreement of the new process a Memorandum of Agreement shall be developed to remove superior officers from civil service and replace the employment and promotional process with new mutually agreed upon process.

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.

9. Article X, Longevity : Add wording about longevity included in overtime calculations.

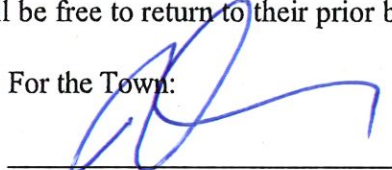
As illustrated in the table below, regular full-time sergeants and lieutenants will receive 1/2 percent of their base pay per year after the first five years of continuous employment by the Town and shall receive an additional 1/2 percent after each successive five-year period that he/she is employed by


the Town up to a maximum of 3.5% per year. Eligibility for Longevity payment amounts are calculated based on the number of service years achieved by the employee on his or her employment anniversary date. An employee's first longevity payment or, any increase to a longevity payment, shall occur in the next fiscal year following the employee's anniversary date. ~~All Longevity payments shall occur on or around the first pay period of any fiscal year.~~ Longevity payments shall be paid in each paycheck and shall be included in overtime calculations.

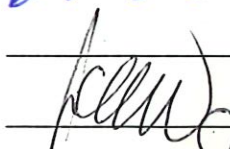
In consideration for this adjustment, the Union agrees to waive its right with prejudice to make any proposals for the term of July 1, 2024 through June 30, 2027 for additional cost of living adjustments, market adjustments, base or annual salary increases, or POST ("Peace Officer Standards and Training") stipends. It is understood by the parties that the above increase recognizes and is inclusive of the requirements of POST and any stipend therefor.


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

For the Town:

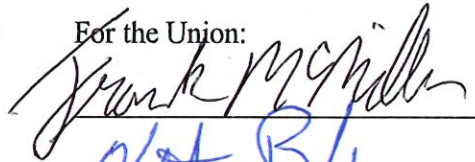








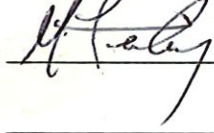


For the Union:











Town of Dedham
Conservation Department
450 Washington Street
Dedham, MA 02026
781-751-9211

TOWN OF DEDHAM CONSERVATION COMMISSION

Article 10 Wetlands Protection Bylaw Amendment FAQ

What does the Dedham Conservation Commission do?

The Dedham Conservation Commission is a seven-member board of volunteer residents appointed by the Select Board. The Commission is responsible for administering the state Wetlands Protection Act (WPA) and the local Dedham Wetlands Protection Bylaw. Additionally, the Dedham Conservation Commission is responsible for open space and natural resource protection.

Why are wetlands important?

Wetlands are valuable habitats for so many reasons. Preserving wetlands is crucial for the protection and recharge of our public and private water supplies and groundwater supplies. The unique vegetation and topography of wetland provides a “natural filter” that help reduce pollution, retain flood waters, and prevent storm damage. Wetlands also provide a key habitat for wildlife and fisheries.

What is the purpose of the Wetlands Protection Bylaw?

State law allows Conservation Commissions to develop local wetlands bylaws and associated regulations, which they then administer. The Dedham Local Wetlands Bylaw was first adopted by Town Meeting in 1996 and has many advantages to the community by providing stronger wetland protection than the WPA.

Why do we need to revise the current Dedham Wetlands Protection By-Law?

Asides from a minor update which added alternate members to the Commission in 2014, The Bylaw has not seen a major update since its enactment in 1996. Given that it’s been almost 30 years since the last update, the Bylaw contains outdated language, typographical errors, and unclear procedures. Updating the Bylaw will provide applicants and the Dedham public with more clarity on the Commission's jurisdiction, permit processes and requirements.

If the new Bylaw is adopted, what would change?

Most of the proposed revisions to the Bylaw are minor in nature- ranging from fixing a typo, capitalizing phrases that should be capitalized, and updating the Bylaw to be in line with other changes the town has seen in the last few decades (for example, changing “Board of Selectman” to “Select Board”). Other, more significant changes to the bylaw are summarized below:

- Remove the previously regulated 100' buffer zone to Lands Subject to Flooding, otherwise known as land within a designated FEMA 100-year flood zone. There is a vast amount of Land Subject to Flooding within Dedham, and the Commission has found that regulating an additional 100' beyond all lands subject to flooding is unnecessary and burdensome to applicants. Additionally, the WPA does not regulate a buffer zone to the 100-year flood zone, so this proposed change will make our bylaws more consistent with the state regulations.
- Align with the provisions of the WPA by exempting certain minor activities. For example, installation of fencing and maintaining existing lawn 50' from a wetland, conversion of impervious to vegetated surfaces, and pavement repair and resurfacing.
- Specify a fee schedule for violations of the bylaw. Establishing a fee schedule associated with violations is common across other town and city's local wetlands bylaws and incentivizes violators to comply with the Bylaw.
- Transfer the specific fee schedule for application fees from the Bylaw to the Rules and Regulations, allowing the Commission to update their application fees as needed.

Where can I learn more?

- The Dedham Wetlands Protection By-Law (Chapter 271):
https://bit.ly/Ch271_Wetlands
- Conservation Commission Rules & Regulations:
https://bit.ly/ConCom_Regs

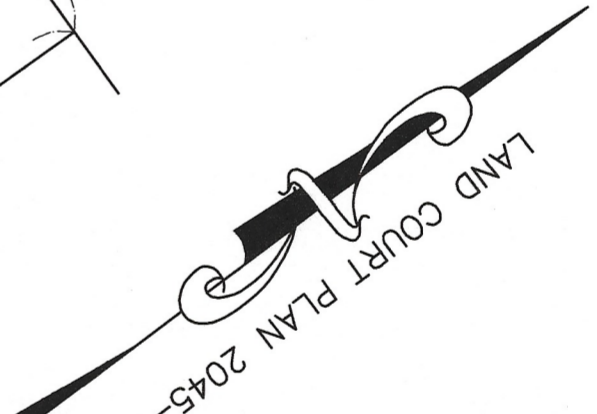
ROGERS AVENUE

- LEGEND
- BB BITUMINOUS BEAM
 - BOSW BITUMINOUS CONCRETE SIDEWALK
 - BIT BITUMINOUS
 - CB/CC CONCRETE BOUND WITH CROSS CUT
 - CB/DH CONCRETE BOUND WITH DRILL HOLE
 - CB/LP CONCRETE BOUND WITH LEAD PLUG
 - (C) CALCULATED
 - CERT. CERTIFICATE
 - CLE CHAINLINK FENCE
 - CONG CONCRETE
 - EP EDGE OF PAVEMENT
 - FND FOUND
 - IP IRON PIPE
 - IR/CAP IRON ROD WITH CAP
 - L.C. LAND COURT
 - N/F NOW OR FORMERLY
 - PKT PICKET FENCE
 - RECORD RECORD
 - RNSPK/CC RAILROAD SPIKE WITH CROSS CUT
 - SB/DR STONE BOUND
 - SB/DR STONE BOUND WITH DRILLHOLE
 - SPK SPIKE

BROOKSIDE AVENUE
(PRIVATE - 50' WIDE)

ARCADIA AVENUE
(PRIVATE - 40' WIDE)

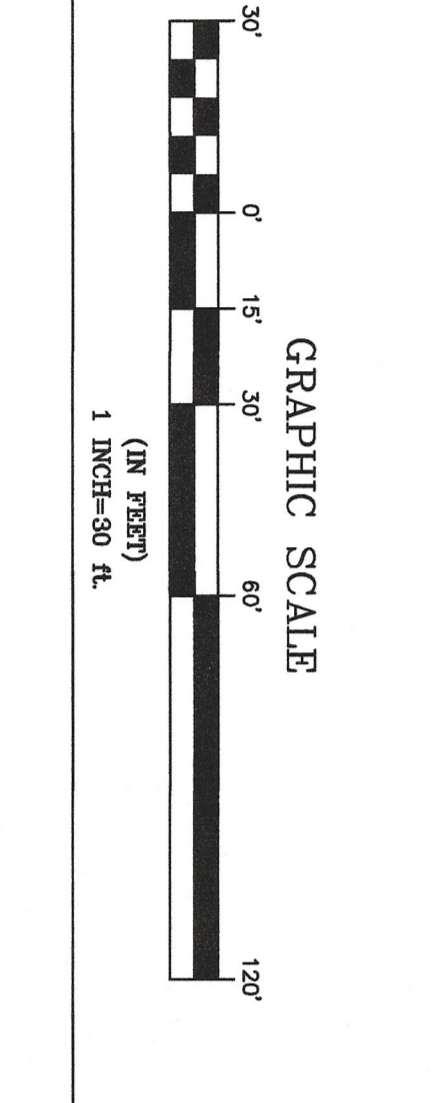
WIGGINS AVENUE
(PRIVATE - 40' WIDE)



FOR REGISTRY USE ONLY

DATE: _____

APPROVED BY THE TOWN OF DEDHAM PLANNING BOARD



PREPARED FOR:
THE TOWN OF DEDHAM

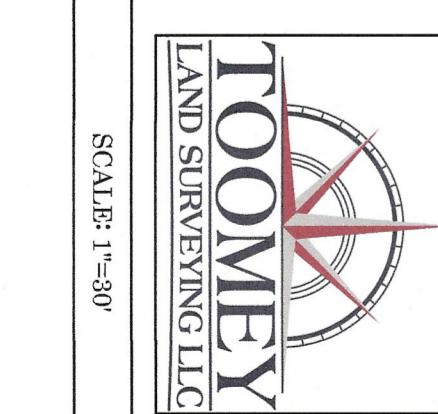
PLAN REFERENCES:
NORFOLK COUNTY
REGISTRY OF DEEDS
1930 TOWN LAYOUT
(PL. BK. 1889, PG. 441)
1933 TOWN LAYOUT
(PL. BK. 1987, PG. 621)
LAND COURT PLANS 2045-F,
2045-22, 2045-37 & 2045-49

I CERTIFY THAT THE PROPERTY LINES SHOWN HEREON ARE THE LINES DIVIDING EXISTING OWNERSHIPS, AND THE LINES OF STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED, AND THAT NO NEW LINES FOR DIVISION OF EXISTING OWNERSHIP OR FOR NEW WAYS ARE SHOWN.

I CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN CONFORMANCE WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS

JAMES P. TOOMEY, RLS
(MA LIC. NO. 49662)

DATE: 6/13/24



DISCONTINUANCE PLAN

PINE STREET
DEDHAM, MA

TOOMEY LAND SURVEYING LLC
PROFESSIONAL LAND SURVEYING
48 SUMMIT AVENUE, WALPOLE, MA 02081
JTOOMEY@TOOMEYSURVEYING.COM
(617) 877-1043

SCALE: 1"=30'

DATE: JUNE 13, 2024

JOB: 23-14

