

**Memorandum of Agreement
Fiscal Year 2021**

Agreement is hereby made this 14th day of April, 2021 by and between the Town of Needham (hereinafter the "Town") and the Needham Police Union (hereinafter the "Union"). Except as expressly set forth herein, all provisions of the collective bargaining agreement between the Town and the Association, which by its terms is in effect through June 30, 2020, remain in full force and effect.

1. The term of the Agreement shall be July 1, 2020 through June 30, 2021.
2. All Base Wages contained in Article 23 shall be increased by 3% effective July 1, 2020.
3. The Town and the Union agree to begin negotiations in good faith as soon as possible after the Town's approval of this MOA over the terms and conditions under which the Town can leave Civil Service.
4. Article 17 Special Departmental Assignments and Other Details shall be amended as follows:

Section 6. Private Detail Rates

Basic Rate	\$51.50	\$55.00
Strike Rate	1.5 times the basic rate	

Section 7. Town Detail Rates Details worked for the Town of Needham shall be paid according to the following schedule:

Basic Rate	\$44.50	\$48.00
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To be effective 30 days after approval of the Select Board.

5. Amend Article 30 Miscellaneous Provisions by inserting a new Section 15 as follows:

ARTICLE 30
MISCELLANEOUS PROVISIONS

Section 15. Performance Evaluation

Section 1. The Needham Police Department performance evaluation program has been developed to accomplish several goals: to continuously improve the effectiveness and efficiency of Town services; to provide an opportunity for two-way communication and planning between employees and supervisors; to assist employees in increasing the effectiveness of their job performance; and to serve as the basis of acknowledging employees' accomplishments and recognizing employees' potential need for guidance, training, and/or support. This policy applies to all members of the bargaining unit hired after July 1, 1997.

Section 2. The evaluating supervisor (Lieutenant for Sergeant, or Sergeant for Police Officer, as designated by the Chief of Police) is expected to hold a private meeting with each of their employees to discuss the employee's performance over the preceding year. Evaluations will be placed in employees' official personnel files and will be kept confidential.

Section 3. Employees subject to this evaluation system will be given a blank copy of the evaluation form at least two weeks prior to the evaluation meeting and will be encouraged to submit any comments or items for discussion at the evaluation meeting. Employees will also be provided the opportunity to provide written comments on the form after it has been completed by the supervisor.

Section 4. Employees who are dissatisfied with their review shall be entitled to file an informal appeal with the reviewer and supervisor (Lieutenant for Police Officers and the Chief of Police for Sergeants) within one calendar month of the review. The decision of the Chief of Police as to the content of the evaluation shall be final.

Section 5. The performance evaluation form will only be used as the basis of personnel decisions when competing individuals are both subject to the evaluation system. The performance evaluation form is included as attachment A.

Section 6. The performance evaluation form will not be used as the basis for or in defense of disciplinary action.

Section 7. The Town agrees to provide necessary training for evaluators.

Town of Needham

Vote of select
Board via
zoom
4.14.2021

Date:

[Signature]
Town Manager/Date 4-14-2021

Needham Police Union

[Signature]
[Signature]
[Signature]

Date:

4/12/21

This agreement shall be executed in one or more counterparts, each of which when so executed shall constitute but one and the same instrument