

Memorandum of Agreement
Fiscal Year 2025, Fiscal Year 2026 & Fiscal Year 2027

Agreement is hereby made this 16th day of April, 2024 by and between the Town of Needham (hereinafter the "Town") and the Needham Independent Public Employees Association, (hereinafter the "Union"). Except as expressly set forth herein, all provisions of the collective bargaining agreement between the Town and the Union, which by its terms is in effect through June 30, 2024, remain in full force and effect.

1. The term of the Agreement shall be July 1, 2024 through June 30, 2027.
2. The base wages will be increased as follows:

FY2025: 3% (effective July 1, 2024)
FY2026: 2.5% (effective July 1, 2025)
FY2027 2.5% (effective July 1, 2026); 0.5% (effective January 1, 2027)
3. Delete the phrase "Board of Selectmen" and insert in place thereof the phrase "Select Board" wherever such phrase appears.
4. Delete references to "he or she" and insert in place thereof the reference "they" wherever such reference appears.
5. Amend Article 3 Management Rights by deleting the phrase "the Board of Selectmen" as follows:

The listing of the following specific rights of management is not intended to be in limitation of the rights of the Town, ~~the Board of Selectmen~~, the Town Manager and the Director of Public Works. Responsibilities which are inherently those of management shall remain such whether or not specifically listed hereafter.

- a. Among such Management responsibilities as are vested exclusively in the Town, ~~the Board of Selectmen~~, the Town Manager and the Director of Public Works are the following: the right to hire, promote, transfer, assign and retain employees in positions and to suspend, demote, discharge or take other disciplinary action against employees for just cause, to relieve employees from duty because of lack of work or other reasons, to determine the method, means and personnel by which such operations are to be conducted and to take whatever action may be necessary to carry out the work of the Public Works Department.
- b. The Town, ~~the Board of Selectmen~~, the Town Manager and the Director of Public Works shall have the freedom of action to discharge their responsibility for the operation of the Public Works Department including the scheduling of operations, the methods and materials used in carrying out the function of the Public Works

Department and the extent to which its own or other facilities and/or personnel shall be used.

6. Amend Article 4 Section 3 by deleting the phrase “with the agreement of the Union” and inserting in place thereof the phrase “After consultation with the Union.”
7. Amend Article 5 Hours of Work, Holidays and Overtime as follows:

Section 2 Holidays, delete the phrase “Columbus Day” and inserting in place thereof the phrase “Indigenous People’s Day”

Section 3, section d, Four Hour Minimum, delete the language and insert in place thereof the following:

~~d. Four Hour Minimum: Employees other than those on standby who are called back to work for any reason are guaranteed a minimum of four hours pay at time and one half. With the exception of the snow program, it is understood that the four hour minimum does not apply to scheduled overtime when 12 hours advance notice is provided.~~

d. Four Hour Minimum: Employees who are called back to work are guaranteed a minimum of four (4) hours paid at time and a half. The four hour minimum overtime payment will not apply to: 1. employees on standby (on-call); 2. overtime scheduled with 12 hours advanced notice; or 3. overtime associated with the Snow Program.

Insert new section iv under Section 5 Standby, Snow and Other Emergency Programs, subsection a, Standby Program, as follows:

iv. Standby (on-call) employees in the Water, Sewer and Highway Divisions (with the exception of Water Treatment staff) are authorized for 24 hour use of their work vehicle when on call.

8. Amend Article 6 Job Posting, Section 1, by deleting the following sentence:

Section 1. When the Town elects to fill a vacancy in a position covered by this Agreement, such vacancy shall be posted in a conspicuous place and shall remain posted for at least five (5) working days. The posting of vacancies shall contain a statement of pay rates established for the position. Employees interested shall apply, in writing, during such five (5) working day period, and when the position is awarded, all qualified employees of the division where the vacancy exists will be given first consideration. ~~If there are two or more employees of approximately the same ability, length of service will be a final factor in the consideration.~~ Any senior applicant not appointed may request a statement in writing of the reasons why he or she was not selected. If in the

opinion of the Director, no employee applicant is qualified, the position shall be filled from outside the bargaining unit.

9. Amend Article 12 Non-Occupational Sick Leave, Section 3 Usage, subsection a, as follows:
 - a. Sick leave may be used under the following circumstances:
 - i. When an employee cannot perform his/her duties because of incapacitation caused by personal illness or injury;
 - ii. When the spouse, child, or parent of either the employee or his/her spouse, is ill. In this case, the employee may utilize sick leave credits up to a maximum of ~~eight (8)~~ **10 (ten)** days per fiscal year. Such leave must be identified as family sick leave at the time of notification. Sick leave used for qualified and approved family and medical leave in accordance with FMLA is not subject to the ten (10) day limit
 - iii. When, through exposure to contagious disease, the presence of the employee would jeopardize the health of others; or
 - iv. When the employee must undergo treatment or diagnosis of existing medical conditions, such as pregnancy, dialysis treatment, hypertension or radiation/chemical therapy, if such appointments cannot reasonably be scheduled outside normal working hours.
10. Amend Article 13 Worker's Compensation, Section 4, Leave and Benefit Accrual, subsection b. as follows:

Section 4. Leave and Benefit Accrual

- a. Employees who receive workers' compensation payment for more than ten (10) days in a calendar month shall not be entitled to accrue sick leave credits for that month.
- b. Employees who are on workers' compensation for an entire year will not be eligible for ~~the personal day~~ **days** for that fiscal year.
- c. Members of the bargaining unit who are on long-term workers' compensation status may be required to utilize accumulated leave time to make up the difference between the workers' compensation amount and their base pay if applicable health and life insurance premiums are not paid on a timely basis.

11. Delete Article 14 Vacations and insert in place thereof Article 14-A Vacations (Monthly Accrual and Crediting)
12. Rename Article 14-A Vacations (Monthly Accrual and Crediting as **Article 14 Vacations (Monthly Accrual and Crediting)**
13. Amend Article 14-A (new Article 14) as follows:

Section 1. Scheduling The Director of Public Works/designee shall annually develop a vacation schedule for all employees in the department who are or may become eligible to receive vacation leave during the upcoming fiscal year. Vacation may be taken at any time during the fiscal year, subject to the approval of the Director of Public Works/designee, provided that departmental vacation schedules obviate the need for temporary increases in the personnel of the respective departments, **and that the request for vacation time (of more than one day) is made more than one week in advance of the first day of leave. At the request of the employee, the Director of Public Works may exercise flexibility in the notice requirement.**

Section 6. Employee Termination When an employee leaves Town service for any reason, he or she will be paid an amount equal to the vacation allowance **and personal leave** accrued but unused prior to the termination in lieu of vacation leave. The lump sum payment requirement may be waived by the Director of Human Resources in extenuating circumstances.

14. Delete the text of Article 15 Bereavement Leave and insert in place thereof the following:

Incorporated herein by reference and considered an integral part thereof is the Town of Needham Bereavement Leave Policy, Policy #304; ~~dated March 11, 1997; as updated October 2013~~ **as amended.**

15. Amend Article 19 Settlement of by deleting Section 6. Step Four:

Section 1. A grievance is an employee's expressed feeling of dissatisfaction, presented in writing, concerning aspects of his/her employment or working conditions, which has not been resolved to the employee's satisfaction through informal discussion with his/her immediate supervisor. Such grievance must relate to the interpretation or application of, or compliance with, any of the provisions of said Agreement. Grievances of the employees shall be advanced to the Town by the Union, but nothing in this Article shall prevent individual employees from presenting their own grievances (up to but not including arbitration), and any settlement of such individual grievances shall not be inconsistent with the terms of this Agreement. The Town and the Union expect employees and supervisors to make a sincere effort to reconcile their differences. The following procedures are established for the settlement of grievances.

Section 2. The employee's grievance must contain the following information:

- a. a statement of the grievance which cites that part of the Agreement which has been violated, or the circumstances which gave rise to the grievance;
- b. a statement of remedial action or relief sought;
- c. evidence (documentary, if available) to support the grievance; and
- d. a statement of reasons why the grievant believes that the remedy should be granted.

Section 3. Step One

The employee or the Union shall notify the appropriate supervisor within five (5) business days after the occurrence of the matter which gave rise to the grievance. The supervisor shall make his/her decision within five (5) business days after receipt of the grievance unless it is mutually agreed by the participants that additional time to answer will be allowed. In order for the grievance to be considered timely, the supervisor/designee must sign and date the grievance during the five day period.

Section 4. Step Two

Should the grievance remain unsettled, it shall be presented to the Director of Public Works/designee within five (5) business days after the decision of the supervisor is rendered or due, otherwise the matter will be considered resolved. The Director of Public Works/designee will make his/her decision within five (5) business days after the receipt of the grievance, unless it is mutually agreed by the participants that additional time to answer is not allowed. In order for the grievance to be considered timely, the Director of Public Works/designee must sign and date the grievance within the five day period.

Section 5. Step Three

Should the Union wish to appeal the decision of the Director of Public Works/designee, it shall present the grievance to the Director of Human Resources within five (5) business days after the decision of the Director of Public Works/designee is rendered or due, otherwise the matter will be considered resolved. The Director of Human Resources shall make his/her decision within ten (10) business days after receipt of the grievance unless it is mutually agreed by the participants that additional time to answer is allowed, which extension shall not unreasonably be denied. In order for the grievance to be considered timely, the Director of Human Resources/designee must sign and date the grievance within the five day period.

~~Section 6. Step Four~~

- ~~a. Should the grievance remain unsettled, it shall be presented to the Personnel Board within five (5) business days after the decision of the Director of Human Resources is rendered or due, via certified mail, return receipt requested, or signed and dated by the Director of Human Resources/Designee on behalf of the Personnel Board, otherwise the matter will be considered resolved. If, after its~~

~~own investigation, the Personnel Board agrees with the decision of the Director of Human Resources (Step 3), the Personnel Board will issue a decision within twenty (20) business days of receipt by the Board of the grievance.~~

- ~~b. If the Personnel Board determines that it will require additional information before issuing a decision, it will convene a meeting of the Joint Resolution Committee within twenty (20) business days of the receipt by the Board of the grievance. The JRC will be comprised of two (2) members of the Personnel Board, two (2) members of the Board of Selectmen and the Town Manager~~
- ~~c. The JRC shall present its findings to the Personnel Board within fifteen (15) business days of convening. Three (3) affirmative votes of the JRC will be required to overturn the decision of the Director of Human Resources (Step 3). If the JRC is deadlocked, voting two (2) for and two (2) against the previous ruling, the Personnel Board shall then issue a decision within fifteen (15) business days of receipt of the report of the JRC based upon the majority vote of the Personnel Board. The time frames in this section may be extended at the agreement of the parties.~~

Section 6. Arbitration

- a. Should the Union remain dissatisfied with the Step 3 decision, it shall within ten (10) business days, request arbitration, via certified mail, return receipt requested, or by delivery to the Human Resources Department signed and dated by the Director of Human Resources/Designee. In the event that the parties cannot agree on the selection of an arbitrator within ten (10) business days, the Union may request that the American Arbitration Association appoint a neutral arbitrator to arbitrate the grievance in accordance with its rules and regulations.
- b. The fees of the American Arbitration Association and of the arbitrator and the expenses of any required hearings shall be shared equally by the Union and the Town, but each party shall bear the expenses of its representatives, participants, witnesses and for the preparation and presentation of its own case. The obligation of the Town and its agents under the terms of this section shall be limited to those obligations which the Town and its agents may legally undertake, and in no event shall any present or future member of the Personnel Board, Board of Selectmen the Town Manager, or municipal employees have any personal obligation for payment under the provisions of this contract. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement. The award of the arbitrator shall be final and binding on the parties, provided that it shall be one such as is permitted by the laws and regulations of the Commonwealth of Massachusetts, applicable to the Town and the employees of the Union.
- c. No employee shall have the right to request arbitration of a grievance, that right being reserved to the Union.

- d. If mutually agreed between the Town and the Union, arbitration shall be held before the Division of Labor Relations or the American Arbitration Association.

16. Amend Article 22 Wages, as follows:

~~Section 2. Employees other than those on standby who are called back to work for any reason will be guaranteed a minimum of four hours pay at a time and one-half. With the exception of the Snow Program, it is understood that the four hour minimum does not apply to scheduled overtime when 12 hours advance notice is provided.~~

Section 2. Four Hour Minimum Employees who are called back to work are guaranteed a minimum of four (4) hours paid at a time and a half. The four hour minimum overtime payment will not apply to 1. Employees on standby (on-call); 2. overtime scheduled with 12 hours advanced notice; or 3. overtime associated with the Snow Program.

Section 4. Merit

b. Merit Bonus At the written request of the Director of Public Works/designee and the recommendation of the Director of Human Resources, the Town Manager may grant a one-time Merit Bonus in an amount not to exceed ~~\$1,800~~ **\$3,600** per fiscal year if the employee has demonstrated exceptional performance in accordance with regulations promulgated by the Human Resources Department.

Section 6. Snow Emergency Standby Program Employees of the bargaining unit involved in the Snow Emergency Standby Program will receive a ~~\$500~~ **\$1,000** stipend payable December 15 (~~\$1,000 effective FY2024~~) and a ~~\$500~~ **\$1,500** stipend payable March 31 (~~\$1,500 effective FY2024~~). Employees of the bargaining unit assigned to a Salt Shift who work the full season in this capacity will receive a \$500 stipend payable at the end of the season. Employees assigned to the RTS Snow Dump who work the full season in this capacity will receive a \$500 stipend at the end of the season. **Employees assigned to a Sidewalk Tractor for snow clearing operations who work the full season in this capacity will receive a \$500 stipend at the end of the season.** Salt Shift One and Two shall each be comprised of seven (7) drivers, two (2) mechanics, one (1) dispatcher, one (1) loader, and one (1) foreman, or other assignment as determined by the Director of Public Works. Two members of the bargaining unit who have opted out of the snow emergency standby program in accordance with Article 5 Section 5(b)(iii) as of the date of this Agreement will receive "out of rotation standby pay" in the amount of a ~~\$250~~ **\$750** stipend payable December 15 (~~\$750 effective FY2024~~) and a ~~\$250~~ **\$750** stipend payable March 31. (~~\$750~~

~~effective FY2024).~~ The date of commencement of the snow program shall be established by the Director of Public Works.

Delete Section 7 Drinking Water Treatment License Program, insert thereof a reference to **Appendix B, License Stipends.**

Insert new Section 14. **The Town reserves the right to create new titles in the bargaining unit with the agreement of the Union as to each new title created.**

Insert new Section 15. 401A Retirement Plan Effective January 1, 2025, the Town will contribute up to \$1,000 annually in a two-for-one match to a 401A retirement plan. For every \$2 contributed by an employee to a Town-sponsored 457 Deferred Compensation Plan, the Town will contribute \$1 to a 401A plan.

17. Amend Article 23 Longevity, as follows:

In addition to the step rate increases or advancement provided above ~~and in the Town Charter,~~ there shall be added to the annual compensation of each hourly rated employee of the bargaining unit **hired prior to July 1, 2024**, 0.5% of base salary after completion of each and every five years of continuous full-time employment. ~~except that at the completion of 19 years of full-time employment~~ **Starting on the first day of their 20th year of full-time employment with the Town,** each such employee shall receive 1.0% of base salary for each and every five years of full-time employment. Interruption of such employment for the purpose of performing military service shall not be deemed to break the continuity of service with the Town in calculating benefits payable under this paragraph, provided that no employment other than military service is entered into by the employee during the period of said interruption. Subject to the approval of the Town Manager, a full-time employee whose employment has been interrupted through no fault of his own and who has been subsequently reinstated to full-time employment may be given credit for longevity purposes for such prior town service.

18. Amend Article 28 Miscellaneous Provisions, as follows:

Section 12. Tool Allowance The Town will reimburse Fleet employees, who elect to use their personal tools while repairing Town-owned vehicles or equipment, up to ~~\$500~~ **\$750** per fiscal year for tools **needed** while in the performance of their duties subject to the authorization of the Fleet Supervisor and appropriation.

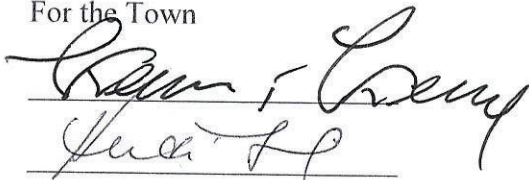
Insert new sentence Section 14 as follows: Employees authorized for 24 hour use of Town-owned vehicles are authorized to make reasonable stops for personal business before and after their shifts.

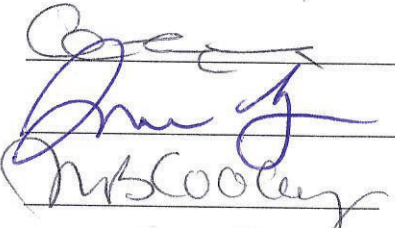
19. Amend Article 33 Discrimination and Coercion, by deleting the text of Section 2 Non-Discrimination and inserting in place thereof the following:

Section 2. Non-Discrimination Neither party will discriminate against any employee or applicant for employment by reason of his or her race, sex, age, color, religion, national origin, sexual orientation or disability. **The Town of Needham Non-Discrimination Policy # 201, and as from time to time amended is hereby incorporated by reference.**

20. The parties agree to "re-open" the contract to discuss changes to hours of operation and/or leave time accruals.

For the Town



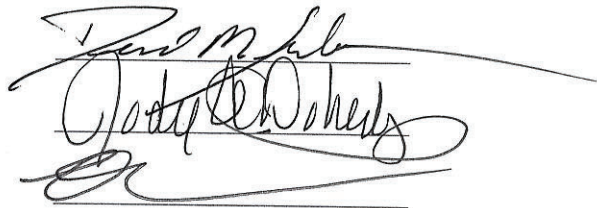


Date: 16 APR 24

 4.16.24

Town Manager/Date

For the Union



Date: 4/16/24

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

In Appendix B, the Town and the bargaining unit have agreed to additional annual compensation for specific licenses that have a strong value to the Public Works organization to which union members will receive additional compensation for obtaining and maintaining.

Appendix B License Stipends

Members of the bargaining unit who obtain and maintain licensure outside of the minimum license requirements for their job description shall be entitled to an additional stipend, to be paid as indicated below. For all licenses where a stipend is provided, the employee must use their license when required by management as long as it complies with all other union provisions.

Section 1. Administration

- a. A one-time bonus equivalent to the value of the stipend will be awarded for first obtaining a license.
 - i. Employees can submit for the initial license one-time bonus on a quarterly basis. Quarters are broken down as follows: Quarter 1 (July – September), Quarter 2 (October – December), Quarter 3 (January – March), and Quarter 4 (April – May). Requests for stipends (including all relevant documentation) must be received by the last day of each quarter as listed in order to be disbursed during the following quarter. No initial license stipends will be awarded in June. They can be submitted in the following quarter.
- b. An annual stipend will be awarded for maintaining a license for a full fiscal year. Annual stipends will be disbursed during the month of July.
 - i. The first annual stipend received after an initial stipend will be prorated based on the quarter in which the initial stipend was disbursed.
 - ii. Employees who obtain and maintain multiple licenses as described above are eligible for multiple annual stipends, not to exceed a total amount of \$5,000 per fiscal year. This is not inclusive of the one-time
 - iii. The CDL Trainer stipend shall be separate incentive in addition to the license incentive program.

Section 2. Applicable Licenses

After consultation with the Union, the Town may add or remove eligible licenses and certifications listed in Section 5.

Section 3. Drinking Water Treatment License Program (this should be moved from Article 22, Section 7) (this should be moved from Article 22, Section 7)

- ~~a. Six employees in the Water and Sewer Division who are licensed to operate drinking water supply facilities shall be eligible to participate in the Drinking Water Treatment License Program as outlined below. An increase in the number of employees eligible, and/or an extension of the program to employees in other divisions may be approved at the discretion of the Town Manager.~~
- ~~b. Notwithstanding the voluntary nature of the program, members of the bargaining unit who pass the T-1 or T-2 examination will be paid a one-time bonus of \$750.~~

- a. Members of the bargaining unit regularly assigned to operate drinking water supply facilities and who have passed the examination for the T-2 license shall receive a differential of 0.5% of their hourly base rate; paid weekly.
- b. Members of the bargaining unit eligible to receive differential pay as set forth above may only receive one type of differential pay at any given time. Payment of a differential for holding a particular will only be authorized when the employee's position has been designated by the Director of Public Works/designee as requiring that license. (removed Article 22, Section 8)
(removed Article 22, Section 8)
- c. This program is separate from the license stipend and any additional compensation from the Drinking Water Treatment License Program is not included towards the maximum stipend amount.

Section 4. Retention Bonus

During times of hiring difficulties, the Town Manager reserves the right to award retention bonuses for specific positions. The amount of this bonus would be determined by the Town Manager. The retention bonus would be reevaluated every year and is not guaranteed.

Section 5. Licenses list (insert from attached spreadsheet)

Group A - \$1,000 Annually

ASE – Certified Master Truck Technician*
 NEWEA Wastewater Collection Systems Grade IV*
 Drinking Water Distribution D3*
 Drinking Water Treatment T2 Full*
 CDL Class A*

Group B - \$750 Annually

ASE – minimum of three (3) current Medium-Heavy Truck ("T") Series Certifications*
 Wastewater Collection Systems NEWEA Grade III*
 Drinking Water Distribution D2*
 Signs & Markings IMSA Level III*
 Drinking Water Treatment T1 Full*

Group C - \$500 Annually

Signs & Markings IMSA Level II*
 Hoisting License -any classification (\$100/license capped at \$500)
 MassDEP Backflow Prevention Device Tester
 MassDEP Cross Connection Surveyor
 Wastewater Collection Systems NEWEA Grade II*
 MA or ISMA Certified Arborist
 Bay State Roads Scholar

Group D - \$250 Annually

CDL Hazmat Endorsement
 CDL Tanker
 Work Zone Traffic Control IMSA*

Signs & Markings IMSA Level 1*
Confined Space Certificate
Trench Safety or Competent person
Drinking Water Treatment Operator in Training*
MA Pesticide Applicator
Drinking Water Distribution D1*
Wastewater Collection Systems NEWEA Grade I*
4G Mowing License

*cannot be combined with other licenses from the same classification (example cannot earn a license for both a D1 and D2, only the higher)

Section 6. CDL Trainer License

CDL Trainer - \$3,000 Annually

Federal Motor Carrier Safety Administration certified employees designated by the Director of Public Works/designee to lead the Department's Entry Level Driver Training program as registered by the federal government and regularly conducts such training for the Town. Up to 2 employees per year. Selection of the qualified individuals shall not be grievable.

Section 7. Transition and Implementation

For employees who already possess licenses as listed and for those hired already having received the licenses listed, they will be eligible for the annual stipend on July 1 of each year.

FY2025 - Effective July 1, 2024

[illegible]

FY2026 - Effective July 1, 2025

[illegible]**FY2027 - Effective July 1, 2026**[illegible]

FY2027 - Effective January 1, 2027

[illegible]

**Town of Needham
Bereavement Policy
Personnel Administration #304**

1. PURPOSE AND SCOPE

The purpose of this document is to set forth the Town's policy and procedures governing the use of Bereavement Leave.

2. APPLICABILITY

This policy applies to all non-represented, full-time, and regular part-time General Government employees.

3. DEFINITIONS

Refer to Policy #100 for definitions of commonly used words and phrases.

4. POLICY

Employees are entitled to bereavement leave without loss of straight time pay for normally scheduled work hours, as follows:

- 4.1 Employees may be granted up to five (5) business days of bereavement leave, per occurrence, for the death of a family member including a domestic partner, parent (biological, step, adoptive, in-law, foster, legal guardian, or other person who stood in loco parentis (i.e., in place of a parent) to the employee when the employee was a child), child (biological, step, foster, adopted, legal ward, a child of a domestic partner, or a person to whom the employee stands in loco parentis), sibling (biological, in-law, step, foster, adopted), loss of pregnancy, grandparent, grandchild (biological, adopted), cousin, aunt, uncle, niece, nephew, or any other relative residing with the employee at time of death.
- 4.2 Employees may be granted, at the recommendation of the department manager along with the approval of the Town Manager/designee, up to three (3) business days of bereavement leave, per occurrence, when there is a death of a family member other than those listed in section 4.1.

5. PROCEDURES

- 5.1 The employee must notify their supervisor of the death and request bereavement leave and provide the supervisor with a copy of the death notice if requested to do so.
- 5.2 The supervisor will approve the bereavement leave if satisfied with the legitimacy of the request or deny the request if they do not receive satisfactory documentation.

- 5.3 In extenuating circumstances, the Town Manager/designee may grant bereavement leave from one (1) to five (5) business days for the death of an individual with a unique, family-like relationship to the employee.