

**Collective Bargaining Agreement**

**Between the**

**Town of Needham**

**and the**

**Massachusetts Laborers' Public Employees' Council on behalf of the**

**Needham Independent Town Workers' Association**

**Local 272 of the Laborers' International Union of North America**

**July 1, 2024– June 30, 2027**

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**THIS AGREEMENT** made and entered into this 1<sup>st</sup> day of July, 2024 by and between the Town of Needham (hereinafter called "Town"), acting by and through its duly designated representatives, and the Needham Independent Town Workers' Association (hereinafter called "Union"), under and pursuant to the provisions of Massachusetts General Laws, Chapter 150E, as amended.

**ARTICLE 1**  
**STABILITY OF AGREEMENT**

- 1.1. If any of the provisions of this Agreement are found by a court of competent jurisdiction to be in conflict with any Federal law or statute, or statutes of the Commonwealth of Massachusetts; such provisions shall be considered null and void and shall not be binding on the parties hereto; and in such event, the remaining provisions of this Agreement shall remain in full force and effect. The provisions of Section 7, of chapter 150E shall not be waived, by the preceding paragraph.
- 1.2. The parties acknowledge that during the negotiations which preceded the execution of this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Either party may, however, propose specific amendments to this Agreement and the parties may mutually agree on amendments and proposals and the effective date thereof; but neither party shall be obligated to consider or negotiate such proposed demands or amendments. Additions to this Agreement shall be evidenced by letters of mutual intent which shall be signed by representatives of the parties duly authorized by the Town and the Union.
- 1.3. The failure of the Town or the Union to insist in any one or more incidents, upon performance of any of the terms or conditions of this Agreement shall not be considered as a waiver or relinquishment of the rights of the Town or of the Union to future performance of any such terms or conditions, and obligations of the Union or of the Town to such future performance shall continue in full force and effect.

**ARTICLE 2**  
**RECOGNITION, PERSONS COVERED BY THIS AGREEMENT**

- 2.1. Pursuant to the voluntary recognition by the duly authorized authorities of the Town as herein recited, the Town recognizes the Union personnel as herein identified for the purpose of collective bargaining with a view toward reaching a mutual understanding and agreement relative to questions of wages, hours, and other conditions of employment.
- 2.2. All other municipal employees of the Town of Needham are excluded from the terms and provisions of this Agreement.

- 2.3. It is understood and agreed between the parties hereto that the provisions of this Article shall not be subject to any changes in the structure or composition of the employee unit as herein provided during the term of the within contract except as may at any time be made by decision of a court of competent jurisdiction, by legislation, or by decision of an appropriate commission or other agency of the Commonwealth of Massachusetts.

**ARTICLE 3**  
**UNION DUES**

- 3.1. Subject to applicable law as set forth in Chapter 180, Section 17A of the General Laws of the Commonwealth of Massachusetts, the Town shall deduct from earned wages each pay period Union membership dues required as a condition of acquiring, or retaining, membership in the Union of those employees who individually authorize such deduction in writing on the form attached hereto, made a part hereof and marked Appendix C. As a condition of employment, each employee who elects to join or maintain membership in the Union shall be required to pay Union dues to the Union, beginning the thirty-first (31<sup>st</sup>) day following the commencement of their employment, or the effective date of the agreement, whichever is later. The Town will remit all sums deducted under such check off authorization to the Treasurer of the Union, together with a list of the employees from whom such dues have been deducted. Such remittance shall be made by the fifteenth day of the succeeding month.
- 3.2. The Union shall indemnify and save the Town harmless against any claim, demand, suit or other form of liability that may arise out of, or by reason of, action taken by the Town for the purpose of complying with this Article, or in reliance on any assignment furnished by the Town.
- 3.3. The Town will incur no liability for loss of dues money after the Union representative receives said money in person from the Town Treasurer.
- 3.4. The Union shall provide the Department of Human Resources with the signed acknowledgement from each member on Appendix C electing to have the Union dues deducted from their pay. Such release will be submitted for deduction for the next available payroll processing period.
- 3.5. Neither the Town nor its representatives or agents shall interfere with, restrain or coerce employees in the exercise of the right of self-organization, to form, join or assist any employee organization to bargain collectively through representatives of their own choosing on questions of wages, hours and other conditions of employment, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection.

### **3.6. Agency Fee**

- 3.6.1** An employee who does not elect to pay Union dues may consent in writing (Appendix C) to the authorization of the deduction of an agency fee from their wages and to the designation of the LIUNA Local 272 as the recipient thereof. Such consent shall not be mandatory and shall be in a form acceptable to the Town and shall bear the signature of the employee.
- 3.6.2** The Union shall indemnify and save the Town harmless against any claim, demand, suit or other form of liability that may arise out of, or by reason of, action taken by the Town for the purpose of complying with this Article, or in reliance on any assignment furnished by the Town.
- 3.6.3** The Town will incur no liability for loss of agency fee money after the Union representative receives said money in person from the Town Treasurer.
- 3.6.4** The Union shall provide the Department of Human Resources with the signed acknowledgement on Appendix C from each member electing the agency fee deducted from their pay. Such release will be submitted for deduction for the next available payroll processing period.
- 3.6.5** The Union shall be responsible for representing the interests of all employees without discrimination and without regard to employee organization membership.

## **ARTICLE 4 UNION SECURITY**

- 4.1.** The Town agrees not to discharge or discriminate in any way against employees covered by this Agreement on account of Union membership, Union affiliation or lawful Union activities.
- 4.2.** When contract negotiations are held during normal working hours (8:30 a.m. - 5:00 p.m.), members of the bargaining committee may be released from work to attend negotiations, without a loss in pay. The Town will not pay members of the bargaining committee for bargaining sessions held during non-working hours. A department manager of a member of the bargaining committee, solely at their discretion, has the right to refuse to release a bargaining committee employee if the operating needs of the department require the presence of the bargaining committee employee. For the purposes of contract negotiations, the bargaining committee shall be limited to four members and bargaining committee members cannot be part of the same Division or Department. The Union agrees to provide a list of bargaining committee members to the Director of Human Resources annually and within 30 days when changes occur.

- 4.3. Two officers of the ITWA shall be permitted to have time off without loss of pay for the investigation and processing of grievances and arbitrations. Request for such time off shall be made to the appropriate department manager and will not be unreasonably denied. One member of the Union shall be allowed to accompany the grievant to a grievance hearing. Neither the employee who has filed the grievance nor the member of the Union attending the grievance hearing shall have a loss of pay for attending a grievance hearing that is scheduled during normal working hours. No additional pay will be paid to the employee filing the grievance or the Union representative attending the grievance hearing if the grievance hearing is scheduled during non-working hours.

## **ARTICLE 5**

### **MANAGEMENT RIGHTS**

- 5.1. Except as expressly and specifically limited or restricted by a provision of this Agreement, the Town has and shall retain the full right of management and direction of its operations. Such rights of management include among other things, but are not limited to, the right to plan, direct, control, initiate and discontinue programs, services and operations, in whole or in part; to determine the programs or services to be provided; to change the manner or method in which programs or services are provided; to change or to introduce new manners, methods or facilities to be utilized; to subcontract those programs or services or parts thereof that the Town deems advisable; to discharge or discipline employees for just cause; to determine the schedules and number of hours to be worked, provided, however, the Town shall not act in an arbitrary and capricious manner; to determine the workforce; to determine the number of employees it shall employ at any time; and the qualifications necessary for any of the jobs it may have or may create in the future; to assign work duties in accordance with the determinations of the needs of the jobs; and to transfer, assign or reassign employees as its programs or services may require. It is agreed that the enumeration of management's rights shall not be deemed to exclude other management rights not specifically enumerated.
- 5.2. **Rules** The Town shall have the right to make and enforce reasonable rules and regulations governing its services and programs, the manner and means of performing work, performance standards, attendance, and any other matter so long as said rules and regulations are not in conflict with the Agreement. The Town shall have the right from time to time to change, alter, amend and add to such rules. Such rules shall be enforced and be in effect upon being posted at the Town's facilities and a copy of such rules prior to posting shall be furnished to the Union.
- 5.2.1. The Union further agrees to assist the Town in upholding and in enforcing such rules and regulations.

**ARTICLE 6**  
**HOURS OF WORK**

- 6.1. The full-time workweek shall be thirty-seven and one-half (37.5) hours within a seven (7) day calendar work period, as scheduled by the management of the various departments. Irregular work schedules, due to seasonal requirements, shall be determined by the management of the various departments after having given due consideration to the convenience of the employee involved.
- 6.2. **Flex-Hour Program for Non-Exempt Employees** With the advance approval of the Town Manager/designee, and upon the written request of the employee, department managers may authorize members of the bargaining unit to participate in the Flex-Hour Program. Department managers may discontinue the Flex-Hour program for their departments for individual participants at any time if deemed in the best interests of the Department.
- 6.2.1. Departments participating in Flex-Hour must schedule employee arrivals and departures so that all departments/divisions will be opened and covered by adequate staffing from 8:30 a.m. to 5:00 p.m.
- 6.2.2. Participation in the Flex-Hour Program is strictly voluntary. All employees electing not to participate will be required to work from 8:30 a.m. to 5:00 p.m., Monday through Friday.
- 6.2.3. Core hours during which all employees must be scheduled to work are 9:30 a.m. to 3:00 p.m., Monday through Friday.
- 6.2.4. All full-time employees will work 37.5 hours per week. Employees shall take a one (1) hour lunch break each day, unless the employee requests and the department manager approve a one-half hour lunch break each day. Permission to take a one-half hour lunch break may be revoked and returned to a one hour lunch break.
- 6.2.5. The lunch period shall be taken between 11:00 a.m. and 3:00 p.m.
- 6.2.6. Employee start times may be scheduled between 7:00 and 9:30 a.m. Employee quit times may be scheduled between 3:00 and 6:00 p.m. Employees may start work between 6:00 a.m. and 7:00 a.m. with written approval of the Town Manager upon written request from the department manager to the Director of Human Resources. Once a time is selected and agreed upon by the employee and manager, it becomes a permanent schedule for that employee and part of the department's flex-hour schedule to ensure coverage.

- 6.2.7. Flex-Hour is not intended to permit employees to start and finish their work at varying times each day, or to take a different type of lunch period (i.e., one hour or one-half hour) each day. It permits employees to select the same permanent working schedule for each week.
- 6.2.8. Employees wishing to change their Flex-Hour schedule must request such change in writing from their department manager. Flex-Hour schedules may not be changed without written approval from the department manager, the Director of Human Resources and the Town Manager/designee.
- 6.2.9. The decision of a Town Manager to approve, deny, or revoke flextime hours shall not be grievable.
- 6.2.10. It is understood that employees in positions designated as exempt shall be provided reasonable flexibility with respect to work hours at the approval of the department manager.
- 6.2.11. The Department Manager will provide employees with at least two weeks' notice in writing before discontinuing a Flex-Hour program schedule.

**6.3. Building Hours** There may be occasions when the Town Manager determines to change the building hours of operation in one or more municipal buildings. The change in building hours of operation may result in a change to a member's regularly scheduled hours of work that will not prevent a member from working his/her regular weekly hours (e.g., 37.5 hours/wk., 30 hours/wk., 20 hours/week, etc.). Changes under this section will consist of the Monday through Friday schedule.

**ARTICLE 7**  
**HOLIDAYS**

7.1. Full-time and regular part-time employees shall be granted the following twelve and one-half paid holidays each year if actively employed on the occurrence of each holiday:

New Year's Day	Labor Day
Martin Luther King Day	Indigenous Peoples' Day
Presidents' Day	Veterans Day
Patriots' Day	Thanksgiving Day
Memorial Day	Christmas Day
Juneteenth	Half day the day before Christmas <i>(half day shall mean 12:00 p.m. to 5:00 p.m. and there shall be no lunch period on that day.)</i>
Independence Day	



- 7.2 Sunday holidays shall be celebrated on the following Monday. Saturday holidays shall be celebrated on the preceding Friday.
- 7.3 An employee who does not work on a holiday shall be eligible for payment for that day if the employee has worked the last regularly scheduled day prior to and the next regularly scheduled working day following said holiday; or the absence on either day has been excused by the supervisor; or the employee is on full pay status.
- 7.4 Non-exempt employees required by their department manager to work on a recognized holiday shall receive overtime pay at the rate of time and one half their regular straight-time pay for all hours worked on such holiday, in addition to payment for regularly scheduled hours for that day (holiday leave). At the discretion of the department manager, the employee may elect to earn compensatory time at the rate of time and one half in accordance with Article 7.2 of this Agreement.
- 7.5 **Work Schedules** Employees who work non-traditional schedules are entitled to either holiday leave in the amount of 1/5 of a regular work week during the week that the holiday occurs, or payment of 1/5 of a week's pay during the week that the holiday occurs (1/10 of a week for the last working day before Christmas) at the discretion of the Town Manager.

## **ARTICLE 8**

### **OVERTIME/COMPENSATORY TIME**

- 8.1 **Overtime** The Town shall pay overtime to eligible employees in accordance with the provisions of the United States Fair Labor Standards Act. All time for which an employee is on full pay status, such as sick leave, vacation leave, etc. shall be considered time worked for the purposes of calculating overtime compensation. All worked overtime must be approved in advance by the employee's department manager.
- 8.1.1. **Four Hour Minimum**  
Employees who are called back to work after normal working hours are entitled to four hours pay at straight time pay or overtime pay as appropriate. The four-hour minimum does not apply to scheduled overtime or overtime that is considered an extension of the workday.
- 8.2. **Compensatory Time**
- 8.2.1. At the discretion and prior approval of the Department Manager, eligible full-time employees may elect to receive paid compensatory time in lieu of paid overtime, in accordance with the United States Fair Labor Standards Act.

- 8.2.2.** Members will be allowed to accrue compensatory time up to 40 hours in a fiscal year within the member's assigned division. Compensatory time will be earned at straight time or time and one-half the time worked, as appropriate. Time worked by the member in another division or department will be paid as overtime.
- 8.2.3.** Eligible members may only accrue forty (40) hours of compensatory time in a fiscal year. If the member reaches the forty (40) hour maximum cap and elects to use compensatory time bringing their balance below the forty (40) hour cap, they may again accrue compensatory time up to the forty (40) hour limit per fiscal year. If the member requests and is authorized to earn compensatory time in lieu of overtime payment, and the resulting compensatory time, will put them over the forty (40) hour cap, all time worked will be paid as overtime. It is the member's responsibility to know their compensatory time balance.
- 8.2.4** A member with accrued compensatory time must notify their Department Manager in writing, providing proposed use dates, by May 31st of each fiscal year if they intend to use the time prior to June 30th of that fiscal year. If the member does not so notify their Department Manager, the Town will process a buy out of the compensatory time at or prior to the end of the fiscal year. Compensatory time hours will not carry over to the next fiscal year.
- 8.2.5.** All overtime worked between June 1st and June 30th will be paid as overtime.

**ARTICLE 9**  
**JOB POSTING**

- 9.1.** Before 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 ten (10) 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 ten-day period, and before the position is awarded, all qualified employees of the department 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/she was not selected. If in the opinion of the department manager no employee applicant is qualified, the position shall be filled from outside the bargaining unit.

**ARTICLE 10**  
**EDUCATIONAL REIMBURSEMENT**

- 10.1.** The Town of Needham Education Reimbursement Policy (Benefit Administration #501) dated July 1, 2018 and as from time to time amended is hereby incorporated by reference.

**ARTICLE 11**  
**VACATION**

**11.1. Policy** It is the policy of the Town of Needham to grant employees vacation leave for service performed for the Town. Employees are credited with earned vacation leave on a monthly basis, subject to a maximum vacation accrual cap. Every department manager shall annually develop a vacation schedule for all employees in the department who are or may become eligible to receive vacation leave. Vacation may be taken at any time, subject to the approval of the department manager.

**11.2. Eligibility** Full-time and regular part-time employees who have successfully completed the six (6) month probationary period shall be eligible for vacation leave under subsections 11.3 through 11.7 of this article. Upon written request, the Town Manager may waive the six (6) month probationary period for purposes of this section.

**11.3. Accumulation**

**11.3.1.** Employees shall be allowed to carry accumulated vacation leave from one fiscal year to the next in the amount of their allotment plus seventy-five (75) hours.

**11.3.2.** Employees will be credited with their earned vacation leave on or about the last day of each full calendar month of service, up to their maximum vacation accrual cap.

**11.3.3.** Employees who are on unpaid leave for more than five (5) days during a calendar month shall not receive credit for that month for the purposes of vacation accrual.

**11.4. Accrual Rate**

**11.4.1.** Subject to the provision of this subsection 11.7.2, vacation leave will be granted as follows:

<b>Length of Continuous Service</b>	<b>Accrued Monthly</b>	<b>Maximum Annual Credits</b>	<b>Maximum Accrual Cap</b>
Less than 5 years	6.25 hours	10 days = 75 hours	150 hours
5 to 10 years	9.38 hours	15 days = 112.5 hours	187.5 hours
10 to 20 years	12.5 hours	20 days = 150 hours	225 hours
Over 20 years	15.63 hours	25 days = 187.5 hours	262.5 hours

Employees may not accrue paid vacation time in excess of their annual accumulation plus ten (10) days (the maximum vacation accrual cap). Once an employee has reached their maximum vacation accrual cap, the employee shall cease to accrue vacation time. An employee will resume accrual of vacation under the above schedule when, and to the extent that, their total accumulated vacation time falls below their maximum vacation accrual cap.

**11.4.2.** Upon written request from the department manager and the Director of Human Resources, the Town Manager may approve an accelerated vacation accrual rate based on previous service in a similar position, in accordance with the Recruitment Policy (#107) and its revisions. Such credit may be granted in whole year increments up to, but not exceeding 9 years.

**11.4.3.** Accelerated Vacation Accrual Rate: New hires will start at the Stage 1 accrual rate unless pre-approval is granted as follows: upon receipt of a written request from a Department Manager and Director of Human Resources, the Town Manager may approve an accelerated vacation accrual rate in extenuating circumstances such as for new hires with previous service in a similar position, upon promotion, or where such adjustment is deemed necessary to recruit or retain qualified employees in accordance with prevailing market conditions. Such acceleration may not exceed the Stage 3 rate.

<b>Progression Schedule through Accrual Rate Stages</b>		
<b>Stage</b>	<b>Monthly Accrual over 12 months</b>	<b>Years at Stage (Accrual Rate)</b>
Stage 1	10 days (2 weeks/yr)	5 years
Stage 2	15 days (3 weeks/yr)	5 years
Stage 3	20 days (4 weeks/yr)	10 years
Stage 4	25 days (5 weeks/yr)	Max

Employees who have been granted Stage 2 accrual will transition to Stage 3 five years from the date of hire or promotion. Employees who have been granted Stage 3 accrual will transition to Stage 4 accrual ten years from the date of hire or promotion.

**11.5. Transition Year** Vacation leave accrual rates will be adjusted on the first day of the month in which an employee will be eligible for additional vacation leave. Employees are eligible for additional vacation leave on the 5<sup>th</sup>, 10<sup>th</sup>, or 20<sup>th</sup> anniversary of hire, subject to adjustment in accordance with Section 11.3.3 above.

**11.6. Vacation Use**

**11.6.1.** Vacation leave will be available for use on the first day of the month following the month that the vacation was earned and credited to the vacation bank.

**11.6.2.** A department manager may recommend, and the Town Manager may approve a temporary increase in the maximum vacation accrual cap in extraordinary circumstances, when it would be impractical for the employee to take their vacation. Such situations shall include, but not be limited to, employee illness, staff turnover, or denied vacation due to departmental workload. Any such increase is subject to a review in six (6) month increments and may not exceed 75 hours.

**11.6.3. Other Uses of Vacation Leave** At the discretion of the department manager, an

employee, whose absence from work due to illness is in excess of the amount of time available in the employee's non-occupational sick leave bank, may be permitted to charge such absence to unused vacation leave allowance earned.

**11.6.4.** Employees who are denied vacation leave due to departmental workload may convert a maximum of five days to non-occupational sick leave per fiscal year.

## **11.7. Termination**

**11.7.1.** When an employee leaves Town service for any reason, they will be paid an amount equal to the vacation allowance 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.

**11.7.2.** Members of the bargaining unit who leave Town service in good standing and who return to work within two years will be entitled to receive credit for prior service for the purpose of calculating continuous service for vacation accrual upon the approval of the Town Manager. The length of the absence shall not be included in the calculation of continuous service.

## **ARTICLE 12** **AUTHORIZED UNPAID LEAVE OF ABSENCE**

**12.1.** At the discretion of the department manager, regular full-time and regular part-time employees who have successfully completed the probationary period may be permitted an unpaid leave of absence of up to two weeks duration, upon submission of a written request therefore stating the reason and length of the requested leave. Upon written request, the Town Manager may waive the probationary period for the purposes of this section.

**12.2.** Requests for leave of absence of longer than two weeks duration must be submitted in writing to department manager and recommended to the Director of Human Resources and approved in advance by the Town Manager.

**12.3.** Employees granted leaves of absence of more than five days in a calendar month will not be eligible to earn vacation or sick leave credits for that calendar month. Employees granted leaves of absence of more than ten (10) days per fiscal year shall have longevity and step increase eligibility dates adjusted by the number of days equal to the leave of absence.

## **ARTICLE 13** **PERSONAL LEAVE**

**13.1.** Two day's leave from work (previously known as personal and merit days) at regular straight-time pay for normally scheduled hours shall be granted every fiscal year to regular full-time and regular part-time employees, provided that such leave be requested to the department manager at least forty-eight (48) hours prior to the date selected. Personal leave is not cumulative and must be used in the fiscal year in which it is granted.

- 13.2. Newly hired employees shall be granted personal leave according to the following schedule:

<u>First day of Employment</u>	<u>Personal Days</u>
July 1 - December 31	2 days
January 1 – March 31	1 day

**ARTICLE 14**  
**CIVIC DUTY LEAVE**

- 14.1. An employee summoned as a witness in court on behalf of the Commonwealth or any town, city or county of the Commonwealth or on behalf of the Federal Government shall be granted civic duty leave with pay upon filing of the appropriate notice with his/her department manager except that this section shall not apply to an employee who is also in the employ of any town, city or county of the Commonwealth or in the employ of the Federal Government or any private employer and who is summoned on a matter arising from that employment. Full-time and regular part-time employees will be paid by the Town during the period required for court service for the difference between the amount paid them by the court, excluding travel allowance, and the amount of regular straight-time pay which would normally be received from the Town for the scheduled work time spent on approved civic duty leave.
- 14.2. Official summons to jury duty or witness appearance must be presented in advance to the appropriate department manager to receive authorized civic duty leave.
- 14.3. To qualify for payment hereunder, the employee must furnish the Town Accountant with complete and satisfactory evidence of the jury or witness fees received. As a condition to receiving payment from the Town hereunder, an employee on authorized civic duty leave who is discharged from court service for the day or a major portion thereof during regular work hours must report to work.
- 14.4. Absence due to authorized civic duty leave shall not affect an employee's eligibility for longevity, step increases or benefit eligibility.
- 14.5. Civic duty leave shall not be authorized for an employee who is involved in personal litigation.

**ARTICLE 15**  
**MILITARY LEAVE**

- 15.1. **Reserve Service** A full-time or part-time employee who is a member of a state or federal military reserve unit shall be entitled to leave of absence from a permanent position for compulsory military service under orders for a period not to exceed forty (40) days per calendar year; such leave to be with full regular straight-time pay for normally scheduled

working hours.

- 15.2. **Draft Board Appearances and Physicals** Military leave of absence with full regular straight-time pay for normally scheduled work hours shall be granted to regular full-time or regular part-time employees on occasion of their required appearance under orders before armed forces draft boards or for physical examinations required by such boards.
- 15.3. **Active Duty** Military leave of absence without pay shall be granted to regular full-time and regular part-time employees called under orders for active duty with the state or federal armed forces for compulsory service other than the annual reserve routine tour of duty.
- 15.4. **Notification and Approval Requirements** Every employee desiring military leave as provided hereunder shall request it in writing in advance from the appropriate department manager, and such request shall provide written proof from military or selective service officials indicating the date of departure and length of service required.

**ARTICLE 16**  
**FAMILY AND MEDICAL LEAVE**

- 16.1. Incorporated herein by reference and considered an integral part thereof is the Town's FMLA Leave Policy #312 and its revisions.
- 16.2. **Sick Leave and Vacation Leave Accrual**
  - 16.2.1. Employees who are on an unpaid family leave for more than five days in a calendar month shall not accrue non-occupational sick leave for that month.
  - 16.2.2. Employees who are on an unpaid family leave for more than five days in a calendar month shall not accrue vacation credit for that month.
- 16.3. **Longevity and Step Increases**
  - 16.3.1. Employees who are on an unpaid family leave for ten or more days shall have their longevity and satisfactory performance step date (if applicable) adjusted by the number of calendar days spent on said leave.

**ARTICLE 17**  
**BEREAVEMENT LEAVE**

- 17.1. Incorporated herein by reference and considered an integral part thereof is the Town of Needham Bereavement Leave Policy # 304, as amended.

At the request of the employee and in extenuating circumstances, the Director of Human Resources may approve flexibility in the use of bereavement leave as needed.

**ARTICLE 18**  
**NON-OCCUPATIONAL SICK LEAVE**

**18.1. Eligibility** Regular full-time and regular part-time employees shall be eligible for non-occupational sick leave as provided hereunder.

**18.2. Accrual** Regular full-time employees shall accrue one and one-quarter (1 1/4) days non-occupational sick leave and regular part-time employees shall accrue a proportionate part thereof in the ratio that their part-time employment bears to full-time employment, for each full calendar month of continuous employment per fiscal year. The aforementioned accruals shall be added to the employee's permanent record of available non-occupational sick leave and referred to as the "non-occupational sick leave balance" or "non-occupational sick leave balance."

**18.3. Usage** Sick leave may be used under the following circumstances:

**18.3.1.** When an employee cannot perform their duties because of incapacitation caused by personal illness or injury.

**18.3.2.** When an employee's immediate family member is ill. In this case, the employee may utilize sick leave balances up to a maximum of ten (10) days per fiscal year. For the purpose of this section, family member shall be defined as spouse, partner, mother, father, child, or ward of the employee or their spouse. This excludes sick leave usage for qualified and approved family and medical leave as per Article 16 of this Agreement.

**18.3.3.** When through exposure to contagious disease, the presence of the employee would jeopardize the health of others.

**18.3.4.** Non-occupational sick leave may be used for scheduled medical appointments for the treatment of existing conditions, diagnostic procedures or consultations, if such appointments cannot be reasonably scheduled outside normal working hours. Employees who schedule appointments for routine medical or dental examinations during work hours must use personal, vacation or compensatory time, except as stated in Section 19.3.5.

**18.3.5. Preventive Leave** Employees may use a reasonable amount of non-occupational sick leave for the purpose of preventive medical or dental appointments. The Human Resources Department may require the employee to submit medical



documentation by a medical provider to substantiate the use of sick leave balance for the purpose of preventive medical or dental appointments.

**18.4.** During each fiscal year, there shall be charged regularly to the employee's total non-occupational sick leave balance the total number of days or partial days absent from work because of non-occupational illness for which the employee was paid the regular straight-time pay for normally scheduled hours absent due to non-occupational sick leave.

**18.5. Notification** Non-occupational sick leave shall commence on the date that notification of the employee's sickness, injury or quarantining is given to the department manager by the employee, or the employee's family or physician in the case of an emergency. This notification shall be made each day the employee is absent.

**18.6. Certification of Illness, Injury or Quarantine** The department manager may request an investigation from the Human Resources Department to ascertain the validity of any request for non-occupational sick leave made by an employee and shall approve the same if satisfied as to the validity of the request. A physician's certificate may be required by the department manager or Town Manager in any case of when non-occupational sick leave is used, such a request shall not be unreasonably applied.

**18.7. Extended Sick Leave**

**18.7.1.** When a regular full-time or regular part-time employee has exhausted available non-occupational sick leave balances, extended sick leave with pay in excess of earned sick leave may be granted on an individual basis by the Town Manager for up to sixty (60) days per fiscal year, upon receipt of a written request for extended sick leave submitted by the employee's department manager, and upon receipt of written confirmation from a practicing physician that the employee is unable to report to work.

**18.7.2.** Request for extended sick leave as provided herein shall not be submitted until the employee has used all available paid leave credit, including vacation leave, and personal leave, and compensatory time.

**18.7.3.** In determining whether to grant extended sick leave, the Town Manager shall take into account the employee's length of continuous employment, absence record, and performance appraisals. Granting of extended sick leave is subject to availability of appropriation and shall not be subject to the grievance and arbitration procedure.

**18.7.4.** Any employee granted extended sick leave as provided herein will not receive credit for such leave for the purpose of determining vacation or other leave

eligibility, and the amount of time spent on extended sick leave shall not be included in computation of continuous service.

## **18.8. Non-occupational Sick Leave Buy-Back**

**18.8.1.** Employees hired on or before June 30, 2007, who terminates employment with the Town by retirement or disability shall be entitled to a cash payment upon termination at the employee's current rate of pay for twenty-five percent (25%) of the non-occupational sick leave balance outstanding after proper adjustments are made for the current fiscal year. The spouse, duly designated beneficiary or legal representative of the estate of an employee whose employment with the Town is terminated by death, shall be entitled to cash payment at the employee's rate at the time of termination for twenty-five (25%) of the non-occupational sick leave balance outstanding at the time of termination after proper adjustments are made for the current fiscal year. Employees who are hired after July 1, 1994 shall be subject to a 960 hour cap on the number of sick days to be used in calculating the 25% sick leave buy-back at retirement. The 960 hour cap shall not be construed as limiting the accumulation of non-occupational sick leave. Employees hired on or after July 1, 2007 are ineligible for participation in the non-occupational sick leave buy back program provisions contained in this section.

### **18.8.2. Personal Leave Incentive Plan**

- (a) Each member of the bargaining unit shall be eligible to convert 7.5 hours of unused, non-occupational sick leave to personal leave for every calendar quarter (July 1 through September 30, October 1 through December 31, January 1 through March 31, and April 1 through June 30,) in which no sick leave is used. Eligible employees must elect such conversion by July 15th of each year for the accumulation calculations based upon calendar quarters occurring during the prior fiscal year.
- (b) Eligible members of the bargaining unit electing to convert non-occupational sick leave hours to personal leave must use such leave hours (a maximum of 30 hours) by June 30 of the year in which they are converted.
- (c) Hours converted in accordance with this program will be deducted from an employee's non-occupational sick leave bank.
- (d) The provisions of this section shall not apply to Personal Leave described in Article 13.

- (e) Members of the bargaining unit on workers compensation for more than five (5) days in a quarter will be ineligible to participate in this program for that quarter.

**18.9. Payment of Non-occupational Sick Leave to Employees Receiving Workers' Compensation** Employees receiving workers' compensation may be granted sick leave pay from their available non-occupational sick leave balance in an amount that, when added to the workers' compensation payment will result in payment equal to their regular straight-time pay for normally scheduled work during the period of absence for a work-related injury.

## **ARTICLE 19** **LIGHT DUTY**

- 19.1.** An employee who is unable to return to full duty status after a work-related or non-work related injury may return to work on a light duty status consistent with any restrictions provided by a physician and in accordance with the provisions set forth below. Before making a determination, the Town-designated physician shall consult with the employee's treating physician.
- 19.2.** The Town shall provide both the Town-designated physician and the employee's treating physician with a detailed analysis of the physical requirements of the light duty tasks proposed. Both physicians shall be asked to make a determination of the fitness of said employee to perform the specific physical requirements of each light duty task. Each physician shall be asked to specify which, if any, light duty tasks the examined employee is not capable of performing. In the event that the physicians submit conflicting reports, the determination made by the employee's treating physician will be accepted.
- 19.3.** In the event that an employee is assigned to light duty, such light duty shall not interfere with on-going medical treatment.
- 19.4.** Light duty assignments shall be reviewed in increments of two (2) months.
- 19.5.** Light duty tasks shall be determined by the Town Manager/designee after consultation with the department manager
- 19.6.** The employee's rate of pay shall not be affected by light duty assignments less than two consecutive months in duration.

**ARTICLE 20**  
**WORKERS' COMPENSATION**

- 20.1.** When a member of the bargaining unit suffers an illness or injury causally related to their employment with the Town, he/she shall be provided workers' compensation benefits in accordance with MGL Chapter 152, and pursuant to the following provisions.
- 20.2.** The Town reserves the right to require the employee to seek initial medical treatment at a medical facility designated by the Town.
- 20.3.** The Town reserves the right to establish an approved list of medical providers which shall be the only providers employees may use for work-related injuries. The approved network will be determined after consultation with the Union.
- 20.4. Leave and Benefit Accrual**
- 20.4.1. Sick Leave/Vacation** Employees who receive workers' compensation payment for more than ten (10) days in a calendar month shall not be entitled to accrue vacation or sick leave credits for that month.
- 20.4.2. Longevity/Continuous Service** Employees who receive workers' compensation payment for 30 or more days in a fiscal year will have their longevity and eligibility date adjusted by the number of days spent on workers' compensation.
- 20.4.3.** Employees who are on workers' compensation for an entire year will not be eligible for 2 personal days for that fiscal year.
- 20.4.4.** An employee who would lose accumulated vacation credit because of workers' compensation status shall be allowed to carry forward all current accumulated vacation leave.
- 20.4.5.** Members of the bargaining unit 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 the employees' regular base pay if the employee fails to make health insurance premium payment in a timely manner.

**ARTICLE 21**  
**GRIEVANCE AND ARBITRATION PROCEDURE**

- 21.1.** A grievance is a violation of the contract relating to wages, hours, terms and conditions of

employment, which has not been resolved to the employee's satisfaction or through informal discussion with their immediate supervisor.

**21.2.** Any employee may use this grievance procedure with or without assistance but no grievance settlement made as a result of an individual processed grievance shall contravene any provision of this Agreement. The Union shall have the right to be present at any grievance meeting between the parties.

**21.3.** Grievances shall be processed as follows:

**21.3.1.** Grievances shall be designated as a Classification "A" grievance or Classification "B" grievance. A Classification "A" grievance is one involving the termination of an employee in the bargaining unit. All other grievances shall be designated as Classification "B" grievances.

Classification "A" and "B" grievances shall proceed through the grievance procedure as hereinafter set forth. Only Classification "A" grievances may be the subject of arbitration, as set forth below.

In all Classification "B" grievances, the decision of the Director of Human Resources, as appropriate shall be final and binding upon the parties.

**21.3.2. Step 1** The employee, with or without the representation, shall present the grievance in writing to the employee's department manager or their designee, within ten (10) working days of the date of the grievance or the employee's first knowledge of its occurrence. The department manager or their designee shall attempt to adjust the matter and shall respond in writing to the employee within ten (10) working days.

**21.3.3. Step 2** If the grievance has not been settled at Step 1, it shall be presented to the Director of Human Resources in writing within five (5) working days after the supervisor's response is due. The Director of Human Resources shall respond to the employee or to the Union in writing within five (5) working days of their receipt of the grievance from the employee or the Union.

**21.4.** If a grievance is still unsettled, the Union may, within fifteen (15) calendar days after the reply of the Director of Human Resources is due, by written notice to the other party, request arbitration.

**21.5.** The arbitrator shall be selected by mutual agreement of the parties hereto. If the parties fail

to agree on a selection in the first instance, the American Arbitration Association will be requested to provide a list of arbitrators from which a selection shall be made in accordance with the applicable rules of the American Arbitration Association.

- 21.6.** The arbitrator shall have the authority to settle only disputes defined herein. Any grievance appealed to an arbitrator over which they have no power to rule shall be referred back to the parties without a decision. The arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement or to take any action to prevent the Town and the Union from settling by mutual agreement prior to final decision, any grievance submitted to arbitration hereunder. The decision of the arbitrator shall be final and binding upon the parties. Expenses for the arbitrator's service shall be shared equally by the parties.
- 21.7.** In order for an arbitrator to have jurisdiction over any grievance involving allegations of discrimination which may also be subject to charges before the EEOC, MCAD, or any other federal, state or local agency having jurisdiction over such discrimination or fair employment practices, the employee shall sign a written election of remedies electing arbitration as the exclusive forum for determining such issues and shall thereby waive all other remedies or causes of action for such claim.

## **ARTICLE 22**

### **COMPENSATION PLAN**

- 22.1.** Employees shall be classified and compensated in accordance with the terms of this Agreement. Incorporated into this Agreement and attached thereto as Appendix A and B are Classification and Pay Plans.
- 22.2. Satisfactory Performance Step Increases**
- 22.2.1.** Performance step increases occur when an employee meets all the criteria established through the annual performance evaluation as evidenced by a satisfactory performance review. Satisfactory performance step increases shall be granted on the anniversary of the date of hire or the adjusted step date. Progression through the pay ranges are neither mandatory nor automatic but are on the basis of merit and ability as recommended by the employee's supervisor and approved by the Town Manager.
- 22.2.2.** The date that satisfactory performance step raises are granted may be adjusted by events such as promotion, reclassification, and unpaid leave as indicated in this agreement.
- 22.3. Promotion** For the purposes of this section, a promotion shall be defined as a change from a position of lower classification and compensation grade to a position in the collective bargaining unit and with similar work, but with greater responsibilities and in a higher classification and compensation grade. Employees who are promoted to a position of higher grade shall enter the new position at the minimum rate of the higher position's

compensation range or the step rate in the higher position's compensation range immediately above their rate prior to promotion, whichever is higher. The effective date of the promotion becomes the employee's new anniversary date for the purpose of future satisfactory performance step increases. Upon department manager recommendation, the Town Manager may approve an additional increase of one or more steps at the time of promotion if warranted by the employee's qualifications and performance.

- 22.4. Transfer** An employee who transfers to a position of equal grade shall enter the new position at the same step as his/her prior position and shall retain the same step date for the purposes of future satisfactory performance step increases. Upon department manager recommendation, the Town Manager may approve an additional increase of one or more steps at the time of the transfer if warranted by the employee's qualifications and past performance. If one or more steps are granted by the Town Manager, the date of transfer shall become the employee's step date for the purposes of future satisfactory performance step increases.
- 22.5. Reclassification** For the purposes of this section, a reclassification shall be defined as a change in the title or compensation level resulting from the change in duties of the incumbent. When any position is reclassified within the Compensation Schedules, the incumbent in that position at the time of reclassification shall be paid at the minimum rate of the higher position's compensation range or the step rate in the higher position's compensation immediately above their rate prior to reclassification, whichever is higher. The effective date of the reclassification becomes the employee's new anniversary date for the purposes of future satisfactory performance step increases. Upon department manager recommendation, the Town Manager may approve an additional increase of one or more steps at the time of reclassification if warranted by the employee's qualifications and performance.
- 22.6.** In the event an employee is demoted to a lower grade they will receive the maximum rate of the lower grade or their own rate at the time of demotion, whichever is less.
- 22.7.** Newly hired employees will begin employment at minimum step unless otherwise approved by the Town Manager whose decision shall not be grievable. The Town Manager may adjust the starting rate of compensation for any position up to two (2) compensation grades, where such adjustment is deemed necessary to recruit and retain qualified employees in accordance with prevailing market conditions, or where such position requires unique technical skills not adequately provided for by the minimum entrance rate.

## **ARTICLE 23**

### **MERIT**

- 23.1. Merit Step Increase** At the written request of the department manager, the Town Manager may grant an additional step or steps at the conclusion of the probationary period or at the time of the annual performance review if the employee has demonstrated

exceptional performance in accordance with regulations promulgated by the Human Resources Department. The date of the additional step or steps shall become the employee's anniversary date for the purposes of future satisfactory performance step increases.

**23.2. Merit Bonus** At the written request of the department manager, or three Town employees, the Town Manager may grant a one-time Merit Bonus in an amount not to exceed \$3,600 per fiscal year if the employee has demonstrated exceptional performance in accordance with regulations promulgated by the Human Resources Department.

**23.2.1. Merit Raise** At the written request of the department manager, or three Town employees, the Town Manager may grant a merit raise in an amount not to exceed 3% of base pay in any one year if the employee has demonstrated exceptional performance in accordance with regulations promulgated by the Human Resources Department. Approved merit raises shall be granted to employees who have been at maximum step for at least one year. No employee shall be granted a merit raise in excess of the merit step set forth in the compensation plan, such step to be 10% of the maximum step in the applicable pay grade.

**23.2.2.** All of the provisions listed above shall be subject to sufficient appropriation. If the Town Manager approves a request in accordance with this article and funding is not sufficient in whole or in part in the department's salary line item, the Town Manager will recommend at a Special Town Meeting a transfer of funds from another one of the department's line items or another department's line item, to fund such merit payment.

**23.2.3.** Upon request, the Human Resources Department will provide the ITWA President or their designee with a report of merit bonuses and raises granted in accordance with this section.

**23.3. 401A Retirement Plan** Effective January 1, 2020, the Town will contribute up to \$1,500 annually in a two for one match to a 401A Deferred Compensation Plan. Members of the bargaining unit must contribute to a Town-sponsored deferred compensation plan in order to participate in the 401A Retirement Plan program.

## **ARTICLE 24** **LONGEVITY**

**24.1.** There shall be added to the annual compensation of each regular full-time and regular part-time employee hired prior to July 1, 2005 the sum of two hundred dollars (\$200.00) after the completion of each and every five years of continuous employment. For regular part-time employees hired after July 1, 2000 and prior to July 1, 2005, any longevity payments granted under the terms of this policy will be pro-rated on the basis that their part-time services bears to full-time service.



**24.2.** Employees completing twenty (20) years of continuous employment as of June 30, 2005 are considered “grandfathered” and shall receive one percent (1%) of base salary for each and every five (5) years of employment in lieu of the two –hundred dollars (\$200) set forth in section 24.1.

**24.3. Longevity Payment**

**24.3.1.** Eligible employees will be granted a longevity payment in a lump sum on the anniversary date of employment or eligibility, subject to adjustment for unpaid leaves of absence or in accordance with applicable provisions of the Agreement.

**24.3.2.** Interruption of employment for the purpose of performing military service under orders shall not be deemed a break in continuous employment with the Town for the purpose of determining longevity eligibility, provided that no employment other than military service under orders is entered into during the period of interruption, and that the employee returns to Town service within thirty (30) days after honorable discharge from active military service, or immediately upon release from reserve duty.

**ARTICLE 25**  
**PERFORMANCE EVALUATION**

**25.1.** An evaluation of the performance of every employee in the bargaining unit shall be conducted annually on the employee’s anniversary date and may be adjusted from time to time in accordance with the provisions of Article 22. Annual evaluations will be conducted regardless of the employee’s opportunity to receive performance step increases.

**ARTICLE 26**  
**PAYMENT FOR ABSENCE DUE TO WEATHER OR EMERGENCY**

**26.1.** Only employees who report to work for their scheduled hours during inclement weather or other emergency shall be paid, except as provided by Section 25.2.

**26.2.** In cases where the determination to close or delay the opening of a municipal building (non-school building) during inclement weather or other emergency has been made by the Town Manager or their designee, employees who report to work and are dismissed, or who are notified prior to reporting to work, due to weather conditions or other emergency, will receive regular pay for their normally scheduled work hours for which the building was closed.

- 26.3. Any non-exempt employee who is required by their department manager to remain at work after the decision has been made to close all municipal (non-school) buildings shall receive payment of time and one half his/her regular rate of pay for those hours worked.

**ARTICLE 27**  
**SEPARABILITY AND SUBORDINATION TO EXISTING LAW**

- 27.1. Should any of the provisions of this Agreement become invalid or should their efficacy become doubtful or questionable because of existing Federal or State Legislation, a Town Charter, or regulation, a decision by a court of competent jurisdiction; the remainder of this Agreement shall not be affected thereby.
- 27.2. In the event that this Agreement or any part or provision thereof conflicts with any State or Federal law, this Agreement or any such part or provision thereof shall be subordinate to any such State or Federal Law, as long as such conflict remains.

Nothing in this Agreement shall diminish the authority and power of any Retirement Board or Personnel Board established by law.

**ARTICLE 28**  
**CAFETERIA PLAN**

- 28.1. **Cafeteria Plan** The Town shall institute a so called “cafeteria plan” in compliance with state law and the Internal Revenue Code. Members of the bargaining unit will not be required to pay the administrative fee for participation in the Cafeteria Plan effective January 1, 2012. The Town, at its sole option, may terminate said cafeteria plan on a Town-wide basis, with 60 days' notice.

**ARTICLE 29**  
**MISCELLANEOUS PROVISIONS**

- 29.1. **Bulletin Board** The Union and the Town Manager will agree on the locations of bulletin boards for the purpose of the Union’s posting pre-approved information for its members. All postings must be submitted to the Director of Human Resources and approved by the Town Manager in advance of posting.
- 29.2. **Probationary Period**
- 29.2.1. All newly hired employees shall be required to serve a six (6) month probationary period. Prior to the conclusion of the probationary period, each employee's performance will be evaluated on such form as the Town Manager may require, for inclusion in the central personnel file.

- 29.2.2.** Upon receipt of a written request from the department manager, the Town Manager may extend the probationary period up to an additional six months if the initial evaluation of the probationary employee is unsatisfactory. A second probationary evaluation will then be required prior to the expiration of the extended probationary period.
- 29.2.3.** Employment may be terminated at any time during the probationary period. Employees shall not be entitled to utilize the grievance procedure outlined in Article 18 herein during the probationary period.
- 29.3. Non-Discrimination** The Town of Needham's Non-Discrimination Policy #201, and as from time to time amended is hereby incorporated by reference.
- 29.4. Clothing**
- 29.4.1.** Members of the bargaining unit who regularly work outside or in other conditions that may damage personal clothing will be eligible for reimbursement for work boots and/or other suitable work clothes in an amount not to exceed \$200 per fiscal year. The decision as to what articles of clothing may be purchased will be made by the Department Manager.
- 29.4.2.** Boots or other suitable work clothes that are rendered unfit in the line of duty may be replaced prior to normal replacement time with the approval of the Town Manager, subject to adequate appropriation.
- 29.5. Town Vehicle Use** Incorporated herein by reference and considered an integral part thereof is the Town of Needham Municipal Vehicle Use Policy, Policy # 509, as amended.
- 29.6. Employee Assistance Program (EAP)** The Union agrees to and supports efforts to utilize the Town's Employee Assistance Program as a means to resolve issues in the workplace. It is the parties' expectation that the EAP will be used as a resource to assist employees in need.
- 29.7. Workplace Violence Policy** The Union agrees to implement and incorporate by reference the Needham Workplace Violence Policy, Policy # 426, as amended.
- 29.8. Recall**
- 29.8.1.** In the event of a layoff within the Union, the Town will maintain a recall list for up to one (1) year from the effective date of the layoff. In the event the position is reinstated, members of the bargaining unit laid off shall be recalled into the same position.
- 29.8.2.** Employees who are serving during a probationary period when a layoff occurs will not be eligible for the recall list.

- 29.8.3.** In the event of a recall, leaves and other benefits will be adjusted for employees recalled based on the period of the layoff.
- 29.9.** The Memorandum of Agreement dated February 26, 2018 between the Town and the Association regarding health insurance is hereby incorporated by reference.
- 29.10. Direct Deposit** The Town is authorized to require that all bargaining unit members participate in a mandatory direct deposit program.
- 29.11. Labor-Management Committee** The Town and the Union shall establish a Labor-Management Committee to discuss the current performance evaluation process, the creation of a sick time donation bank, and other items agreed upon by the parties, and to make recommendations therefore to the Town Manager. The Committee shall consist of three members appointed by the Town Manager and three members appointed by the Union.
- 29.12. Professional Licensure** For positions requiring professional licensure, the Town will pay the fees associated with the renewal of said licenses.
- 29.13 Remote Work Policy** Incorporated herein by reference and considered an integral part thereof is the Town of Needham Remote Work Policy #428, dated February 2021.
- 29.14 Summer Hours** Incorporated by reference and considered an integral part thereof is the Memorandum of Agreement between the Town and the ITWA dated April 30, 2019 regarding the summer hours program.

**ARTICLE 30**  
**ACTING PAY**

- 30.1.** Employees shall be compensated for assuming, on a temporary basis, some or all of the duties of another position from which an incumbent is absent, when all of the following conditions have been met:
- 30.1.1.** the employee is assigned by the department manager or Town Manager to perform a majority of the significant duties of a budgeted, higher paid position from which an incumbent is absent;
- 30.1.2.** the duties of the higher paid position are assigned to, and performed by, the designated employee for fifteen (15) or more consecutive work days; and
- 30.1.3.** the assignment is approved by the Town Manager.
- 30.2.** Employees who perform the duties of a higher paid position under the above provision shall receive acting pay beginning on, or retroactive to, the first day of the assignment.
- 30.3.** Employees shall be paid acting pay at the first step of the compensation grade of the

position being filled, or that rate which is at least one step (3.6%) higher than the employee's current rate of pay, whichever is greater. In no case shall an employee receive a salary greater than the top step of the salary range of the higher classification.

- 30.4.** Acting pay may not be requested by the department manager if the departmental budget has insufficient appropriation to meet the expense.
- 30.5.** Acting pay may be requested by the department manager for absence due to termination or extended leave, whether paid or unpaid, if sufficient appropriation exists.
- 30.6.** If insufficient appropriation exists, the department manager must either distribute the responsibilities evenly among several employees or assume the majority of the responsibilities themselves.
- 30.7.** An employee of the bargaining unit who has not been assigned by their Department Manager to cover the duties of a higher paid position, and who believes that they has been performing such duties, may request a meeting with the Department Manager and the Director of Human Resources to discuss the type of information and/or documentation that is required to review whether the employee should be paid acting pay.
- 30.8.** Acting pay may be approved by the Town Manager for partial absences when the incumbent of the higher rated position is absent from his/her position for more than 50% of their regularly scheduled hours for more than fifteen (15) working days.
- 30.9.** In the case of partial acting pay, the employee shall be compensated at the authorized higher rate only for that portion of the regularly scheduled hours that the incumbent of the higher paid position is absent.
- 30.10.** Acting pay shall not apply to any paid leave taken or accrued during the assignment.
- 30.11.** Any employee serving in an acting capacity under this section, and receiving acting pay, who is then promoted to the position in which they were is acting, will have their step date adjusted to the date their began receiving acting pay for the position. To qualify under this section, an individual will have to have been in the acting capacity and receiving acting pay for at least 30 calendar days. Employees promoted, transferred or reclassified in accordance with Section 22.3, 22.4, or 22.5 above the minimum step will not be eligible under this section.

### **ARTICLE 31** **DURATION OF CONTRACT**


This Agreement shall continue in full force and effect to midnight June 30, 2027 and shall be subject to renegotiation for the period beginning July 1, 2027, as hereinafter provided. Until such time as the Town and the Union renegotiate a mutually satisfactory contract, the terms of the within Agreement shall remain in full force and effect. Should either or both parties desire to negotiate a

new collective agreement for the succeeding year, such party or parties shall, not less than 6 months prior to the expiration date of this Agreement, give notice in writing to the other party.

Upon receipt of such notice the parties shall make mutually satisfactory arrangements to engage in negotiations leading to a settlement of issues raised by such notice. Nothing in this Article shall preclude either the Town or the Union from modifying any proposals made during the course of the negotiations.


IN WITNESS WHEREOF, the Town has caused this instrument to be duly executed by its authorized designees and the Union has caused this instrument to be signed by its proper officers hereunto duly authorized, this 25<sup>th</sup> day of June, 2024.

**Town of Needham**

  
\_\_\_\_\_  
Kate Fitzpatrick  
Town Manager


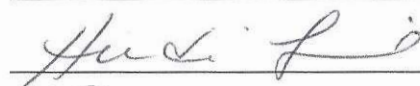
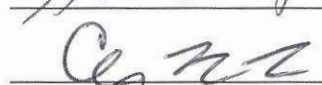
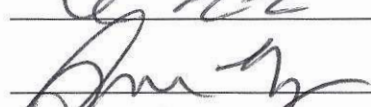
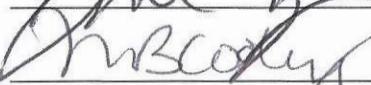
Date: 6.25.24

**Independent Town Workers' Association**

  
\_\_\_\_\_  
KEVIN J.  
PENNINGTON

Date: \_\_\_\_\_

**Select Board**

  
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Date: 25 June 24

**Approved as to form:**

  
\_\_\_\_\_  
Town Counsel

Date: 6/27/2024

**APPENDIX A**  
**Needham Independent Town Workers' Association Classification Plan**  
**ITWA/LIUNA Local 272**

Only those positions budgeted for twenty (20) hours or more per week for more than six (6) months are included in the bargaining unit as follows:

<b>CLASS TITLE</b>	<b>GRADE/SCHEDULE</b>	<b>FLSA status</b>
Administrative Assistant	I03	non-exempt
Administrative Specialist	I05	non-exempt
Applications Administrator	I07	exempt
Clinician	I07	exempt
Computer Operator	I03	non-exempt
Conservation Specialist	I06	non-exempt
Environmental Health Agent	I07	non-exempt
Field Assessor	I06	non-exempt
Finance Assistant	I04	non-exempt
GIS/Database Administrator	I07	exempt
Network Manager	I11	exempt
Office Assistant	I02	non-exempt
Payroll Coordinator	I06	non-exempt
Police Administrative Specialist	I06	non-exempt
Public Health Nurse	I09	exempt
Recreation Supervisor	I08	non-exempt
Senior Administrative Coordinator	I07	non-exempt
Technology Support Technician	I06	non-exempt



## APPENDIX B

### Needham Independent Town Workers' Association Compensation Plan

**ITWA (FY2025 Rates - Effective July 1, 2024)**

Hourly	1	2	3	4	5	6	7	8	9	10	11
I11	\$40.99	\$43.66	\$45.94	\$47.82	\$49.49	\$51.09	\$52.56	\$53.94	\$55.18	\$56.27	\$57.40
I10	\$39.05	\$41.58	\$43.75	\$45.55	\$47.13	\$48.64	\$50.05	\$51.35	\$52.52	\$53.58	\$54.66
I09	\$37.19	\$39.61	\$41.67	\$43.38	\$44.89	\$46.33	\$47.68	\$48.91	\$50.05	\$51.05	\$52.07
I08	\$35.77	\$37.67	\$39.22	\$40.62	\$41.96	\$43.23	\$44.39	\$45.46	\$46.42	\$47.34	\$48.29
I07	\$34.06	\$35.89	\$37.35	\$38.70	\$39.97	\$41.18	\$42.28	\$43.30	\$44.20	\$45.08	\$45.99
I06	\$32.43	\$34.18	\$35.57	\$36.85	\$38.07	\$39.21	\$40.26	\$41.24	\$42.10	\$42.94	\$43.81
I05	\$30.89	\$32.55	\$33.88	\$35.09	\$36.26	\$37.34	\$38.36	\$39.27	\$40.10	\$40.89	\$41.72
I04	\$29.11	\$30.67	\$31.93	\$33.07	\$34.17	\$35.18	\$36.14	\$37.01	\$37.77	\$38.53	\$39.30
I03	\$26.47	\$27.88	\$29.03	\$30.07	\$31.06	\$31.99	\$32.86	\$33.65	\$34.34	\$35.03	\$35.74
I02	\$24.06	\$25.35	\$26.38	\$27.34	\$28.23	\$29.08	\$29.87	\$30.58	\$31.22	\$31.85	\$32.49
I01	\$21.88	\$23.05	\$24.00	\$24.85	\$25.68	\$26.45	\$27.15	\$27.81	\$28.40	\$28.96	\$29.54

**ITWA (FY2025 Rates - Effective July 1, 2024)**

Annual	1	2	3	4	5	6	7	8	9	10	11
I11	\$79,930.50	\$85,137.00	\$89,583.00	\$93,249.00	\$96,505.50	\$99,625.50	\$102,492.00	\$105,183.00	\$107,601.00	\$109,726.50	\$111,930.00
I10	\$76,147.50	\$81,081.00	\$85,312.50	\$88,822.50	\$91,903.50	\$94,848.00	\$97,597.50	\$100,132.50	\$102,414.00	\$104,481.00	\$106,587.00
I09	\$72,520.50	\$77,239.50	\$81,256.50	\$84,591.00	\$87,535.50	\$90,343.50	\$92,976.00	\$95,374.50	\$97,597.50	\$99,547.50	\$101,536.50
I08	\$69,751.50	\$73,456.50	\$76,479.00	\$79,209.00	\$81,822.00	\$84,298.50	\$86,560.50	\$88,647.00	\$90,519.00	\$92,313.00	\$94,165.50
I07	\$66,417.00	\$69,985.50	\$72,832.50	\$75,465.00	\$77,941.50	\$80,301.00	\$82,446.00	\$84,435.00	\$86,190.00	\$87,906.00	\$89,680.50
I06	\$63,238.50	\$66,651.00	\$69,361.50	\$71,857.50	\$74,236.50	\$76,459.50	\$78,507.00	\$80,418.00	\$82,095.00	\$83,733.00	\$85,429.50
I05	\$60,235.50	\$63,472.50	\$66,066.00	\$68,425.50	\$70,707.00	\$72,813.00	\$74,802.00	\$76,576.50	\$78,195.00	\$79,735.50	\$81,354.00
I04	\$56,764.50	\$59,806.50	\$62,263.50	\$64,486.50	\$66,631.50	\$68,601.00	\$70,473.00	\$72,169.50	\$73,651.50	\$75,133.50	\$76,635.00
I03	\$51,616.50	\$54,366.00	\$56,608.50	\$58,636.50	\$60,567.00	\$62,380.50	\$64,077.00	\$65,617.50	\$66,963.00	\$68,308.50	\$69,693.00
I02	\$46,917.00	\$49,432.50	\$51,441.00	\$53,313.00	\$55,048.50	\$56,706.00	\$58,246.50	\$59,631.00	\$60,879.00	\$62,107.50	\$63,355.50
I01	\$42,666.00	\$44,947.50	\$46,800.00	\$48,457.50	\$50,076.00	\$51,577.50	\$52,942.50	\$54,229.50	\$55,380.00	\$56,472.00	\$57,603.00

**ITWA (FY2026 Rates - Effective July 1, 2025)**

Hourly	1	2	3	4	5	6	7	8	9	10	11
I11	\$42.22	\$44.97	\$47.32	\$49.26	\$50.98	\$52.62	\$54.14	\$55.56	\$56.83	\$57.96	\$59.12
I10	\$40.22	\$42.83	\$45.07	\$46.91	\$48.55	\$50.10	\$51.55	\$52.89	\$54.10	\$55.19	\$56.30
I09	\$38.31	\$40.80	\$42.92	\$44.69	\$46.23	\$47.72	\$49.11	\$50.38	\$51.55	\$52.58	\$53.63
I08	\$36.85	\$38.80	\$40.40	\$41.84	\$43.22	\$44.53	\$45.72	\$46.83	\$47.81	\$48.76	\$49.73
I07	\$35.08	\$36.96	\$38.47	\$39.86	\$41.17	\$42.41	\$43.55	\$44.60	\$45.52	\$46.44	\$47.37
I06	\$33.41	\$35.20	\$36.63	\$37.96	\$39.21	\$40.39	\$41.47	\$42.48	\$43.36	\$44.23	\$45.12
I05	\$31.82	\$33.52	\$34.89	\$36.14	\$37.34	\$38.46	\$39.51	\$40.45	\$41.30	\$42.12	\$42.97
I04	\$29.98	\$31.59	\$32.89	\$34.06	\$35.19	\$36.24	\$37.23	\$38.12	\$38.90	\$39.69	\$40.48
I03	\$27.27	\$28.72	\$29.90	\$30.97	\$32.00	\$32.95	\$33.84	\$34.66	\$35.37	\$36.08	\$36.81
I02	\$24.78	\$26.11	\$27.17	\$28.16	\$29.08	\$29.95	\$30.77	\$31.50	\$32.16	\$32.80	\$33.46
I01	\$22.53	\$23.74	\$24.72	\$25.60	\$26.45	\$27.24	\$27.97	\$28.64	\$29.25	\$29.83	\$30.43

**ITWA (FY2026 Rates - Effective July 1, 2025)**

Annual	1	2	3	4	5	6	7	8	9	10	11
I11	\$82,329.00	\$87,691.50	\$92,274.00	\$96,057.00	\$99,411.00	\$102,609.00	\$105,573.00	\$108,342.00	\$110,818.50	\$113,022.00	\$115,284.00
I10	\$78,429.00	\$83,518.50	\$87,886.50	\$91,474.50	\$94,672.50	\$97,695.00	\$100,522.50	\$103,135.50	\$105,495.00	\$107,620.50	\$109,785.00
I09	\$74,704.50	\$79,560.00	\$83,694.00	\$87,145.50	\$90,148.50	\$93,054.00	\$95,764.50	\$98,241.00	\$100,522.50	\$102,531.00	\$104,578.50
I08	\$71,857.50	\$75,660.00	\$78,780.00	\$81,588.00	\$84,279.00	\$86,833.50	\$89,154.00	\$91,318.50	\$93,229.50	\$95,082.00	\$96,973.50
I07	\$68,406.00	\$72,072.00	\$75,016.50	\$77,727.00	\$80,281.50	\$82,699.50	\$84,922.50	\$86,970.00	\$88,764.00	\$90,558.00	\$92,371.50
I06	\$65,149.50	\$68,640.00	\$71,428.50	\$74,022.00	\$76,459.50	\$78,760.50	\$80,866.50	\$82,836.00	\$84,552.00	\$86,248.50	\$87,984.00
I05	\$62,049.00	\$65,364.00	\$68,035.50	\$70,473.00	\$72,813.00	\$74,997.00	\$77,044.50	\$78,877.50	\$80,535.00	\$82,134.00	\$83,791.50
I04	\$58,461.00	\$61,600.50	\$64,135.50	\$66,417.00	\$68,620.50	\$70,668.00	\$72,598.50	\$74,334.00	\$75,855.00	\$77,395.50	\$78,936.00
I03	\$53,176.50	\$56,004.00	\$58,305.00	\$60,391.50	\$62,400.00	\$64,252.50	\$65,988.00	\$67,587.00	\$68,971.50	\$70,356.00	\$71,779.50
I02	\$48,321.00	\$50,914.50	\$52,981.50	\$54,912.00	\$56,706.00	\$58,402.50	\$60,001.50	\$61,425.00	\$62,712.00	\$63,960.00	\$65,247.00
I01	\$43,933.50	\$46,293.00	\$48,204.00	\$49,920.00	\$51,577.50	\$53,118.00	\$54,541.50	\$55,848.00	\$57,037.50	\$58,168.50	\$59,338.50

**ITWA (FY2027 Rates - Effective July 1, 2026)**

Hourly	1	2	3	4	5	6	7	8	9	10	11
I11	\$43.49	\$46.32	\$48.74	\$50.74	\$52.51	\$54.20	\$55.76	\$57.23	\$58.53	\$59.70	\$60.89
I10	\$41.43	\$44.11	\$46.42	\$48.32	\$50.01	\$51.60	\$53.10	\$54.48	\$55.72	\$56.85	\$57.99
I09	\$39.46	\$42.02	\$44.21	\$46.03	\$47.62	\$49.15	\$50.58	\$51.89	\$53.10	\$54.16	\$55.24
I08	\$37.96	\$39.96	\$41.61	\$43.10	\$44.52	\$45.87	\$47.09	\$48.23	\$49.24	\$50.22	\$51.22
I07	\$36.13	\$38.07	\$39.62	\$41.06	\$42.41	\$43.68	\$44.86	\$45.94	\$46.89	\$47.83	\$48.79
I06	\$34.41	\$36.26	\$37.73	\$39.10	\$40.39	\$41.60	\$42.71	\$43.75	\$44.66	\$45.56	\$46.47
I05	\$32.77	\$34.53	\$35.94	\$37.22	\$38.46	\$39.61	\$40.70	\$41.66	\$42.54	\$43.38	\$44.26
I04	\$30.88	\$32.54	\$33.88	\$35.08	\$36.25	\$37.33	\$38.35	\$39.26	\$40.07	\$40.88	\$41.69
I03	\$28.09	\$29.58	\$30.80	\$31.90	\$32.96	\$33.94	\$34.86	\$35.70	\$36.43	\$37.16	\$37.91
I02	\$25.52	\$26.89	\$27.99	\$29.00	\$29.95	\$30.85	\$31.69	\$32.45	\$33.12	\$33.78	\$34.46
I01	\$23.21	\$24.45	\$25.46	\$26.37	\$27.24	\$28.06	\$28.81	\$29.50	\$30.13	\$30.72	\$31.34

**ITWA (FY2027 Rates - Effective July 1, 2026)**

Annual	1	2	3	4	5	6	7	8	9	10	11
I11	\$84,805.50	\$90,324.00	\$95,043.00	\$98,943.00	\$102,394.50	\$105,690.00	\$108,732.00	\$111,598.50	\$114,133.50	\$116,415.00	\$118,735.50
I10	\$80,788.50	\$86,014.50	\$90,519.00	\$94,224.00	\$97,519.50	\$100,620.00	\$103,545.00	\$106,236.00	\$108,654.00	\$110,857.50	\$113,080.50
I09	\$76,947.00	\$81,939.00	\$86,209.50	\$89,758.50	\$92,859.00	\$95,842.50	\$98,631.00	\$101,185.50	\$103,545.00	\$105,612.00	\$107,718.00
I08	\$74,022.00	\$77,922.00	\$81,139.50	\$84,045.00	\$86,814.00	\$89,446.50	\$91,825.50	\$94,048.50	\$96,018.00	\$97,929.00	\$99,879.00
I07	\$70,453.50	\$74,236.50	\$77,259.00	\$80,067.00	\$82,699.50	\$85,176.00	\$87,477.00	\$89,583.00	\$91,435.50	\$93,268.50	\$95,140.50
I06	\$67,099.50	\$70,707.00	\$73,573.50	\$76,245.00	\$78,760.50	\$81,120.00	\$83,284.50	\$85,312.50	\$87,087.00	\$88,842.00	\$90,616.50
I05	\$63,901.50	\$67,333.50	\$70,083.00	\$72,579.00	\$74,997.00	\$77,239.50	\$79,365.00	\$81,237.00	\$82,953.00	\$84,591.00	\$86,307.00
I04	\$60,216.00	\$63,453.00	\$66,066.00	\$68,406.00	\$70,687.50	\$72,793.50	\$74,782.50	\$76,557.00	\$78,136.50	\$79,716.00	\$81,295.50
I03	\$54,775.50	\$57,681.00	\$60,060.00	\$62,205.00	\$64,272.00	\$66,183.00	\$67,977.00	\$69,615.00	\$71,038.50	\$72,462.00	\$73,924.50
I02	\$49,764.00	\$52,435.50	\$54,580.50	\$56,550.00	\$58,402.50	\$60,157.50	\$61,795.50	\$63,277.50	\$64,584.00	\$65,871.00	\$67,197.00
I01	\$45,259.50	\$47,677.50	\$49,647.00	\$51,421.50	\$53,118.00	\$54,717.00	\$56,179.50	\$57,525.00	\$58,753.50	\$59,904.00	\$61,113.00

