

**AGREEMENT**  
**BETWEEN THE**  
**TOWN OF NEEDHAM AND THE**  
**MASSACHUSETTS LABORERS DISTRICT COUNCIL**  
**IN BEHALF OF**  
**NEEDHAM INDEPENDENT PUBLIC EMPLOYEES' ASSOCIATION**  
**LOCAL 1116**  
**OF THE LABORERS INTERNATIONAL UNION**  
**OF NORTH AMERICA, AFL-CIO**  
  
**JULY 1, 2014 – JUNE 30, 2017**

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THIS AGREEMENT made and entered into this 1st day of July 2014, by and between the Town of Needham (hereinafter called "Town"), acting by and through its duly designated representatives, and the Needham Independent Public Employees' Association (N.I.P.E.A.) (hereinafter called the "Union"), under and pursuant to the provisions of Massachusetts General Laws, Chapter 150E, as amended.

## **PREAMBLE**

**WHEREAS** Chapter 150E of the General Laws, as amended, grants to municipal employees the right to bargain collectively with the Town through representatives of their own choice; and

**WHEREAS** by virtue of the authority of said collective bargaining statutes, the Union is recognized by the duly constituted representatives of the Town employees of the Department of Public Works having the official classification of W-2 through W-7, inclusive, excluding all other employees of the Town as eligible participants in such appropriate employee unit.

**WHEREAS** the parties to this agreement desire to establish a state of amicable understanding, cooperation and harmony compatible with any law or by-law applicable to the Town in the fulfillment of the obligation of the Town to provide the so-called public works services for the inhabitants of the Town.

**NOW, THEREFORE**, in consideration of the mutual agreements herein contained, the parties hereto mutually covenant and agree as follows:

## **ARTICLE 1**

### **RECOGNITION, PERSONS COVERED BY THIS AGREEMENT**

**Section 1.** Pursuant to the secret mail ballot election conducted from November 6, 2006 through November 28, 2006 by the Massachusetts Labor Relations Commission, the Town recognizes the Needham Independent Public Employees' Association, 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.

**Section 2.** All other municipal employees of the Town of Needham are excluded from the terms and provisions of this Agreement.

**Section 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 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 2**  
**UNION SECURITY**

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.

**ARTICLE 3**  
**MANAGEMENT RIGHTS**

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.

**ARTICLE 4**  
**EMPLOYEE JOB ASSIGNMENTS, DUTIES AND RESPONSIBILITIES**

**Section 1.** All employees covered under this Agreement shall perform the respective duties assigned to them by the Director of Public Works or his duly constituted Assistant or Division Superintendents while exercising such delegated authority. Such assignments shall at all times be consistent with the official uniform chain of command so-called as is customarily recognized and adhered to by Public Works Departments within the Commonwealth including the recognition and respect due the official ranks given to supervisory personnel.

**Section 2.** Except as otherwise provided in the Town Charter and this agreement, the official job classifications, duties of the position and eligibility requirements as approved by the Town Manager shall provide the standards and guidelines of performing assignments referred to in Section 1 hereof.

**Section 3. Probationary Period** New employees and those hired after a break in continuity of service shall be regarded as probationary employees for the first six (6) months of their employment. The first six (6) months of employment, exclusive of any approved leave of absence due to work-related injury exceeding two weeks shall be considered a probationary period during which the employee serves at the sole discretion of the Town. With the agreement of the Union, the Director of Public Works may extend the probationary period for a maximum of six additional months. Probationary employees may be discharged as exclusively determined by the Town Manager and no such discharge of a probationary employee may be made the subject matter of the grievance provisions of this agreement by either the employee or employees affected or by the Union. Probationary employees who are continued in the service of the Department of Public Works beyond the probationary period shall receive continuous service credit from their most recent date of hire.

**Section 4. Safety and Efficiency Committee** The Town and the Union shall establish a Safety and Efficiency Committee to discuss and recommend safety rules, training programs, creation of an employee sick bank, and other items agreed upon by the parties, and to make recommendations therefore to the Director of Public Works. In addition, the Committee is authorized to address clothing, incentives to obtain water treatment and water distribution certification/licensure, and issues surrounding allowing members hired prior to July 1, 2008 to voluntarily elect to switch to the monthly accrual and crediting of vacation time as well as hours of work and related issues for employees at the Recycling/Transfer Station and to make recommendations pertaining to such items to the Director of Public Works. The Committee shall consist of three members appointed by the Town Manager and three members appointed by the Union.

**ARTICLE 5**  
**HOURS OF WORK, HOLIDAYS AND OVERTIME**

**Section 1. Work Week and Hours of Employment**

- a. The basic work week for all hourly rated employees shall be five (5) eight (8) hour days totaling forty (40) hours in all.
- b. There shall be a work schedule as follows:
  - i. The hours of work shall be 7:00 a.m. to 3:30 p.m. There shall be no break in the afternoon.
  - ii. The lunch period shall be one-half hour between 12:00 and 12:30 p.m.
  - iii. Employees of the RTS and those employees assigned to extraordinary or split shifts are specifically excluded from the provisions of this section.

**Section 2. Holidays**

- a. The following holidays shall be recognized by the Town on the day on which they are legally observed by the Commonwealth of Massachusetts; and, on said days, full-time and regular part-time employees shall be excused from all regularly scheduled duty without loss of pay, except in cases where the Director of Public Works determines that the employee is required to maintain essential services: New Year's Day, Martin Luther King Day, Presidents' Day, Patriots' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. In the event such holidays fall on Sunday, they shall be deemed to occur on Monday. In the event that such holidays fall on Saturday, they shall be deemed to fall on Friday. Full-time and regular part-time employees normally scheduled to work on the last working day immediately preceding Christmas shall receive time off without loss of pay for one-half (1/2) day on the last working day before Christmas.
- b. In order to be eligible for holiday pay, the employee must be on full pay status the day before and after the holiday.

**Section 3. Overtime**

The Town shall pay overtime to eligible employees in accordance with the provisions of the United States Fair Labor Standards Act. All worked overtime must be approved in advance by the Director of Public Works/designee. Overtime pay will be calculated after eight (8) hours worked per day or 40 hours worked per week. Overtime will be distributed in the following manner.

- a. Scheduled Overtime
  - i. Scheduled overtime will be offered first within the division for which the work is scheduled. Such overtime will be offered on a rotation basis – employees who refuse to work scheduled overtime will not be penalized.
  - ii. If scheduled overtime cannot be filled within the division, the overtime will be filled from the department-wide master list. With the Director/designee's approval, an employee may be passed over if the assignment requires, in the Director/designee's determination, a certain level of skill and expertise which is greater than the employee currently has.
  - iii. If the scheduled overtime cannot be filled using the master list, employees on the division list may be ordered to work the overtime.
- b. Saturday, Scheduled Overtime - RTS Division
  - i. Scheduled overtime on Saturdays will be filled from the RTS Expanded Overtime List.

- 1) The RTS Expanded Overtime List will consist of all members of the bargaining unit who voluntarily sign up to be placed on the list during each enrollment period.
  - 2) The enrollment periods will be January and July of each calendar year. During the enrollment periods only, any member of the bargaining unit may choose to be added or removed from the RTS Expanded Overtime List. Newly hired personnel may be added to the RTS Expanded Overtime List at anytime within the first three months of their employment with the Town.
- ii. Any member of the bargaining unit on the RTS Expanded Overtime List, who accepts scheduled overtime, is obligated to report for duty.
  - iii. Any member of the bargaining unit on the RTS Expanded Overtime List, who does not accept an overtime assignment within a twelve month period, will be removed from the RTS Expanded Overtime List.
  - iv. Any member of the bargaining unit removed from the RTS Expanded Overtime List will be allowed to be placed back on the list during an enrollment period.
  - v. If all members of the bargaining unit on the RTS Expanded Overtime List have been asked to fill vacancies for scheduled overtime, and vacancies still exist, the RTS will expand its scheduled overtime request to non-bargaining unit personnel.
- c. Emergency Overtime
- i. Emergency overtime will be offered first to employees of the division for which the overtime is required. There shall be five skill lists as follows: 1) general labor; 2) truck driver; 3) front end loader; 4) backhoe; and 5) supervisory. The overtime shall be offered to the first employee on the required skill list.
  - ii. With the Director's approval, an employee may be passed over if the project requires, in the Director's determination, a certain level of skill and expertise which is greater than the employee currently has.
- 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.
- e. Sunday Premium Work on Sunday shall be deemed to be an emergency for which an employee shall be paid for such hours worked at the rate of two (2) times his or her base hourly rate, except for those individuals who are regularly scheduled to work that day.

- f. Double Time after 16 Hours Employees will be paid at the rate of two (2) times their base hourly rate for all hours worked beyond 16 consecutive hours.
- g. Recovery Time The Town will provide four (4) hours of paid recovery time on Town property, at a location determined by the Director of Public Works/designee, after twenty-four (24) consecutive hours of work unless a different timeframe is mutually agreed upon by the Town and the Union during the course of an emergency event.

**Section 4. Meal Allowance** It is acknowledged that the meal allowance was incorporated into the base pay effective in fiscal year 2015.

**Section 5. Standby, Snow and Other Emergency Programs** It is understood that as a condition of employment each employee will conform to the overtime requirements in the standby and emergency programs as designated by the Division Superintendents and the Director of Public Works.

a. Standby Program

- i. If a person designated as standby personnel on a continuous basis can obtain a qualified substitute, such person can be relieved of standby duties on an occasional basis with the approval of the Division Superintendent/designee.
- ii. Standby personnel will be those employees designated as Departmental call employees.
- iii. Call employees receive two times their hourly rate for the first hour. The call employees are (1) employee, Sewer Division, two (2) employees, Water Division and one (1) employee, Highway Division. Call hours shall commence at 7:00 a.m. on Friday and conclude at 7:00 a.m. on the following Friday. Call employees will be paid ten (10) hours of overtime pay for weeks in which they are designated standby.

b. Snow Program

- i. Participating employees will be entitled to snow program pay as outlined in Article 21, Section 7. Snow program pay is subject to pro-ration in the event of situations such as, but not limited to, vacation during the snow program period, failure to report, leave of absence, etc.
- ii. Participating employees will be eligible to take up to seven consecutive days (five consecutive vacation days and two scheduled days off) of vacation leave during the period of the snow program, as designated by the Director of Public Works/designee. The granting of vacation leave during the snow program will be at the discretion of the Director of Public Works/designee.

- iii. Annually, on/about October 1st, the Union will identify the two most senior members of the bargaining unit and notify the Town if these members are interested in being exempted from the snow program for that year. Said members who choose to be exempted from the snow program will not receive any snow, salt, or snow dump stipends as referenced in Article 21, Section 7 for that fiscal year. If these members elect to participate in the snow program for that year, there will be no bargaining unit employee substitutions for these members. The Town has the right to use non-represented employees or members of other bargaining units to complement its snow program forces.

**Section 6. Hours of Work at the RTS**

- a. The RTS is open to the public during the following hours: Tuesday through Saturday, 7:30 a.m. to 4:00 p.m. The hours of operation may be changed at the discretion of the Town Manager after discussion with the Union.
  - i. The work schedule at the RTS shall be in accordance with those described in the Memorandum of Agreement signed on July 14, 2014 and attached hereto.
- b. Meal Break All employees must take a 30 minute meal break to begin no later than six (6) hours after their start time. Staff will be required to stagger their meal breaks so that all functionality of the RTS is covered during the hours of operation.
- c. Holidays
  - i. Saturday Holidays Holidays that fall on a Saturday may require that the DPW open the RTS on the following Monday as a convenience to the public. Staffing the facility will be offered to the regular RTS staff on a first refusal basis. Unfilled assignments will then be filled by other DPW staff as needed.
  - ii. Monday Holidays RTS employees may elect to receive eight (8) hours additional straight time pay during the week in which a Monday holiday occurs. Or, RTS employees may elect to have eight (8) hours credited to their compensatory time bank during the week in which a Monday holiday occurs. Days off will be granted by the Superintendent provided that replacement staff can be arranged. Employees who wish to utilize accrued compensatory time must submit a request to the Superintendent no less than one week in advance to allow for the arrangement of replacement staff.
  - iii. Half Day Before Christmas The hours of operation for the RTS on the last working day before Christmas are 7:30 a.m. to 12:00 p.m. RTS employees are required to work 7:00 a.m. to 12:30 p.m. (or until all work is completed) on the last working day before Christmas. RTS employees required to work beyond four (4) hours on this day shall be compensated at time and one half their regular rate of pay.

- iv. When the RTS is open on a designated holiday, as defined in Article 5, section 2, those employees who work on said holiday will be paid time and one half for all hours worked plus their eight (8) hours holiday pay.

**Section 7. Hot or Cold Weather** In instances of extremely hot or inclement weather, the Director of Public Works/designee shall exercise his or her option to reassign employees to such work locations which will afford reasonable protection from the elements.

## **ARTICLE 6** **JOB POSTING**

**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.

**Section 2.** When an employee has been selected to fill a vacancy according to the above procedure, he or she and the Union shall be notified of the selection.

## **ARTICLE 7** **EDUCATIONAL REIMBURSEMENT**

After providing evidence of satisfactory completion of educational courses which are related to their present jobs, employees will be reimbursed for books and tuition up to a maximum of \$700 per course per employee. Whether a course is job related will be determined by the Division Superintendent and the Director of Public Works prior to the employee's participation in the course.

## **ARTICLE 8** **LEAVE OF ABSENCE**

**Section 1.** At the discretion of the Director of Public Works/designee, full-time and regular part-time employees who have successfully completed the six (6) month 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 reasons and length of the requested leave.

**Section 2.** Requests for leaves of absence of longer than two weeks duration must be submitted in writing and approved in advance by the Director of Public Works/designee, as well as the Town Manager.

**Section 3.** Employees who are granted unpaid leaves of absence of more than the equivalent to five days in a calendar month shall not be entitled to accrue vacation or sick leave credits for that month. Employees who are granted unpaid leaves of absence of ten (10) or more days shall have their longevity and eligibility dates adjusted by the number of days spent on unpaid leave of absence within a twelve (12) month period. Continued employment in Town service will not be guaranteed to an employee after more than thirty (30) days of authorized unpaid leave of absence within a twelve (12) month period, except for military leave. Regular part-time employees who are granted unpaid leaves of absence of more than the hours equivalent to five days in a calendar month, pro-rated in the ratio that their part-time employment bears to full-time employment, shall not be entitled to accrue vacation or sick leave credits for that month.

**Section 4. Personal Leave**

- a. Two days of absence from work at regular straight time pay for normally scheduled hours shall be granted every fiscal year to full-time and regular part-time employees who have successfully completed the six month probationary period, provided that such leave be requested in writing to the Director of Public Works or his designee at least 48 hours prior to the date selected. Employees who are hired between July 1 and December 31 shall be granted two (2) personal days for the fiscal year in which they are hired. Employees who are hired between January 1 and June 15 shall be granted one (1) personal day for the fiscal year in which they are hired. Personal leave is not cumulative and must be used in the fiscal year in which it is granted.

**ARTICLE 9  
CIVIC DUTY LEAVE**

**Section 1.** All employees shall be granted leave when called for civic duty or under summons to appear as witnesses for the federal government, the state or local governments. 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 expense, 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. If the jury or witness fees, exclusive of travel allowance expense, are more than the amount of regular straight time pay which the employee would receive for the work time spent on approved civic duty leave, no compensation shall be paid by the Town for the period of court service.

**Section 2.** Official summons to civic duty or witness appearance must be presented in advance to the Director of Public Works/designee to receive authorized civic duty leave.

**Section 3.** To qualify for payment hereunder, the employee must furnish the Town Accountant with complete and satisfactory evidence of the civic duty or witness fees received. As a condition for 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 working hours must report to work.

**Section 4.** Absence due to authorized civic duty leave shall not affect an employee's eligibility for longevity, satisfactory performance step increases or benefit eligibility.

## **ARTICLE 10** **MILITARY LEAVE**

**Section 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 regular position for compulsory military service under orders for a period not to exceed seventeen (17) days per calendar year; such leave to be with full regular straight time pay for normally scheduled working hours.

**Section 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 full-time or regular part-time employees on occasion of their required appearance under orders before armed forces draft board or for physical examinations required by such boards.

**Section 3. Active Duty** Military leave of absence without pay shall be granted to 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.

**Section 4. Notification and Approval Requirements** Every employee desiring military leave as provided hereunder shall request it in writing in advance from the Director of Public Works, and such request shall provide written proof from military or selective service officials indicating the date of departure and length of service required.

## **ARTICLE 11** **NON-OCCUPATIONAL SICK LEAVE**

**Section 1. Eligibility** Full-time and regular part-time employees shall be eligible for non-occupational sick leave as provided hereunder.

**Section 2. Accrual** Full-time employees shall accrue one and one quarter (1 ¼) days of 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 shall be referred to as the non-occupational sick leave credit or non-occupational sick leave balance.

**Section 3. Usage**

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) days per fiscal year. Such leave must be identified as family sick leave at the time of notification;
  - 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.
- b. Except as provided in Section 9 below, employees may not use non-occupational sick leave for previously scheduled medical and dental appointments, unless such appointments are made as part of on-going treatment for existing medical conditions. Employees who make appointments for routine medical and dental work must use personal, vacation, or compensatory time if they are absent from work.
  - c. During each fiscal year, there shall be charged regularly to the employee's total non-occupational sick leave credit the total number of days or partial days absent from work because of non-occupational illness for which the employee was paid at the regular straight-time pay for normally scheduled hours absent due to non-occupational sick leave.

**Section 4. Notification.** Non-occupational sick leave shall commence on the date that notification of the employee's sickness, injury or quarantining is given to the Division Superintendent/designee by the employee him/herself, or by the employee's family or physician in the case of an emergency. This notification shall be made each day the employee is absent at a minimum of 60 minutes prior to the beginning of the shift, if possible, or as soon as reasonably practicable, except in the case of long-term illnesses which is defined as an illness lasting more than seven consecutive work days. The frequency of notification for long-term illnesses after the referenced seven day period will be at the discretion of the Director of Public Works/designee.

**Section 5. Certification of Illness, Injury or Quarantine** The Director of Public Works/designee shall investigate and 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 Director of Public Works/designee or the Town Manager in any case of non-occupational sick leave. If the cause of the sick leave is not substantiated to the satisfaction of the Town Manager, the absence will not be paid as non-occupational sick leave.

**Section 6. Extended Sick Leave**

- a. When a full-time or regular part-time employee has exhausted available non-occupational sick leave credits, 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 Director of Public Works, and upon receipt of written confirmation from a practicing physician that the employee is unable to report to work.

- b. Requests 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.
- c. 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.
- d. 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 the computation of continuous service.

**Section 7. Non-occupational Sick Leave Buy Back** An employee who terminates employment with the Town by retirement, disability, or death shall be entitled to a cash payment upon termination at the employee's current rate of pay for twenty-five (25) percent of the non-occupational sick leave credit outstanding after proper adjustments are made for the current fiscal year. Employees who are hired after July 1, 1995, 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. Employees hired on or after January 1, 2008, are ineligible for participation in the non-occupational sick leave buy back program provisions contained in this section.

**Section 8. Payment of Non-Occupational Sick Leave to Employees Receiving Workers' Compensation**

Employees receiving workers' compensation shall, upon request to the Director of Public Works/designee and approval of the Town Manager/designee be granted sick leave pay from their available non-occupational sick leave credit in an amount that, when added to the worker's compensation payment, will result in payment equal to their regular straight time pay for normally scheduled work during the period of absence for the worker's compensation.

**Section 9. Preventive Leave** Each member of the bargaining unit shall be entitled to use from his/her sick leave balance a total of eight (8) hours of non-occupational sick leave per fiscal year for previously scheduled preventive care visits to health care providers or dentists.

**Section 10. Sick Leave Incentive Program** Effective January 1, 2008, each member of the bargaining unit shall be eligible to participate in the Sick Leave Incentive Program. Employees will be provided with a cash payment in accordance with the following table:

**Sick Leave Incentive Program**

**January 1 through June 30 of each year**

0 – 10 hours of sick leave used	\$200
10.1 – 24 hours of sick leave used	\$100
24.1 hours of sick leave used	\$0

**July 1 through December 31 of each year**

0 – 10 hours of sick leave used	\$200
10.1 – 24 hours of sick leave used	\$100
24.1 hours of sick leave used	\$0

It is acknowledged that the creation of an employee sick bank has been referred to the Safety and Efficiency Committee established under Article 4.

**ARTICLE 12**  
**WORKERS' COMPENSATION**

**Section 1.** When a member of the bargaining unit suffers an illness or injury causally related to his/her employment with the Town, he/she shall be provided workers' compensation benefits in accordance with MGL Chapter 152, and pursuant to the following provisions.

**Section 2.** The Town reserves the right to require the employee to seek initial medical treatment at a medical facility designated by the Town.

**Section 3.** The Town reserves the right to establish a suggested list of medical providers which employees may use for work-related injuries. The suggested network will be determined after consultation with the union.

**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 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.

## **ARTICLE 13**

### **VACATIONS**

**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. The vacation for a given fiscal year 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.

**Section 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 the provisions of sections 3 through 9 below.

**Section 3. Use and Accumulation** The vacation year for all general government employees shall be the period from July 1 to June 30. Vacation leave allowance must be taken in the vacation year immediately following the one in which it is earned. Vacation leave credit shall not be cumulative from one vacation year to another, except that when an employee's vacation scheduled for the month immediately preceding the date on which it is due to expire is canceled by the Director of Public Works/designee to meet an emergency or offset a critical personnel shortage. In such instances, with prior approval of the Town Manager, the amount of such canceled vacation leave may be carried over into the next vacation year.

**Section 4. Employee Termination** Whenever an employee separates from Town service through dismissal through no fault or delinquency on the part of the employee, or by retirement or death, or by entrance into military service under orders, the employee shall be paid a lump sum equal to the vacation allowance as earned and not yet granted in the vacation year prior to the termination, in lieu of vacation leave. In addition a lump sum payment in lieu of vacation shall be made for that portion of the vacation leave earned in the vacation year during which the termination occurred, up to the time of the employee's separation from payroll. The requirement to make a lump sum payment in lieu of allowing vacation leave use may be waived by the Director of Human Resources in extenuating circumstances.

**Section 5. Amount of Paid Vacation Leave Allowance**

- a. Employees who have been employed for less than twelve (12) months as of July 1<sup>st</sup> who have successfully completed the six (6) month probationary period shall be granted paid vacation leave allowance at the rate of one paid day at regular straight time pay for each complete calendar month of continuous employment in the prior fiscal year, up to but not exceeding ten (10) days. Employees whose probationary period expires after July 1 will become eligible for use of paid vacation leave allowance at the rate of one paid day at regular straight time pay for each complete calendar month of continuous employment in the prior fiscal year, up to but not exceeding ten (10) days, at the conclusion of the probationary period and upon receipt of a successful performance appraisal.

- b. Vacation leave allowance shall be granted to eligible employees after one year of continuous service as follows:

Length of Continuous Service	Accrued Monthly; Credited Annually	Maximum Annual Credits	Accrual Cap
Less than 5 years	6.67 hours	10 days = 80 hours	160 hours
5 to 10 years	10.00 hours	15 days = 120 hours	200 hours
10 to 20 years	13.34 hours	20 days = 160 hours	240 hours
Over 20 years	16.67 hours	25 days = 200 hours	280 hours

- c. Granting of the third, fourth and fifth vacation weeks to eligible employees with the required length of service as provided by this section, shall be made as of July 1 of the fiscal year in which the employee's fifth, tenth, or twentieth anniversary occurs, respectively, for use during that fiscal year.
- d. An employee shall be granted an additional day of paid vacation leave if, while on vacation, a recognized holiday, pursuant to Article 5 of this Agreement, occurs on or is legally observed on a Monday, Tuesday, Wednesday, Thursday or Friday during the vacation leave period.

**Section 6. Other Uses of Vacation Leave** At the discretion of the Director of Public Works/designee, 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 balance, may be permitted to charge such absence to unused vacation leave allowance earned in the prior year.

**Section 7. Vacation Leave Credit Allowance for New Employees** Upon receipt of a written request from the Director of Public Works, the Town Manager at his/her sole discretion, may permit vacation eligibility credit of up to four (4) weeks to new employees, based on length of service in previous employment.

**Section 8. Vacation Carry-Over** Those members of the bargaining unit participating in the snow emergency program will be allowed to carry-over up to two (2) weeks' vacation to the next fiscal year. Carry-over vacation must be taken by November 30 of the new fiscal year and must be approved by the Division Superintendent or Director of Public Works.

**Section 9. Vacation Buy-back at the RTS** Employees who are regularly assigned to work at the RTS may have the Town buy-back up to five (5) days per fiscal year at their regular rate of pay subject to appropriation.

**ARTICLE 13-A**  
**VACATIONS (MONTHLY ACCRUAL and CREDITING)**

**Vacation for employees hired on or after July 1, 2008**

**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.

**Section 2. Eligibility** Full-time and part-time employees who have successfully completed the six (6) month probationary period shall be eligible for vacation leave under the provisions of sections 3. through 7. below:

**Section 3. Use and Accumulation**

- a. Employees will be credited with their earned vacation leave on the last day of each full calendar month of service, up to their maximum vacation accrual cap.
- b. 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.
- c. Vacation leave will be granted as follows:

<b>Length of Continuous Service</b>	<b>Monthly Accrual Rate</b>	<b>Maximum Equivalent to be Accrued</b>	<b>Maximum Carry Over Hours</b>
Less than 5 years	6.67	10 days 80 hours	160 hours
5 to 10 years	10.00	15 days 120 hours	200 hours
10to 20 years	13.34	20 days 160 hours	240 hours
Over 20 years	16.67	25 days 200 hours	280 hours

- d. 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 his or her maximum vacation accrual cap, the employee shall cease to accrue vacation time. An employee will resume accrual of vacation under the schedule set forth above when, and to the extent that, his or her total accumulated vacation leave falls below his or her maximum vacation accrual cap.
- e. 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 sub-section (b) above.

- f. 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.
- g. Upon the recommendation of the Director of Public Works, the Town Manager may approve a temporary increase in the maximum vacation accrual cap in extenuating circumstances, when it would be impractical for the employee to take his or her vacation. Such situation shall include, but not be limited to, employee illness, staff turnover, or department workload. Any such increase is subject to a review in six (6) month increments) and may not exceed 80 hours.

**Section 4. Other Uses of Vacation Leave** At the discretion of the Director of Public Works/designee, 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 balance, may be permitted to charge such absence to unused vacation leave allowance earned in the prior year.

**Section 5. Vacation leave Credit Allowance for New Employees** Upon receipt of written request from the Director of Public Works, the Town Manager, at its sole discretion, may permit vacation eligibility credit of up to four (4) weeks to new employees, based on length of service in previous employment.

**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 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.

## **ARTICLE 14** **BEREAVEMENT LEAVE**

**Section 1.** Bereavement leave without loss of regular straight-time pay for normally scheduled working hours, not to exceed five (5) working days per occurrence, as the Director of Public Works/designee may determine, shall be granted to any employee on the account of a death of employee's parents, spouse, parents of spouse, children, brothers and sisters, grandchildren, and grandparents of the employee beginning with the death or concluding with the funeral or other service.

**Section 2.** Bereavement leave without loss of regular straight-time pay for normally scheduled working hours, not to exceed one (1) working day per occurrence, as the Director of Public Works/designee may determine, shall be granted to any employee on the account of a death of a niece, nephew, brother-in-law, sister-in-law, aunt or uncle beginning with the death or concluding with the funeral or other service.

**ARTICLE 15**  
**CLOTHING**

**Section 1.** Appropriate work clothes as determined by the Director of Public Works/designee will be provided consistent with available funds appropriated for such purposes. Costs of cleaning, repair and replacement shall also be provided as determined by the Director of Public Works/designee consistent with available funds appropriated for such purposes.

**Section 2. Clothing Allowance**

- a. Clothing and Safety Shoes/Work Boots It is acknowledged that the clothing and safety shoes/work boot allowance amounts were incorporated into base pay in fiscal year 2015.
- b. Safety Glasses The Town will contribute \$200 toward prescription safety glasses once every two years or as needed as approved by the Director of Public Works/designee.
- c. T-Shirts/Sweatshirts The Town will provide five (5) T-shirts (annually), and two (2) sweatshirts (annually) all with a Town logo and/or identifiable markings.
- d. Cold Weather Coat The Town will provide one (1) cold weather coat to each member of the Union who has completed the probationary period. Cold weather coats will be replaced in either 'line of duty' damage or 'fair wear and tear' with the approval of the Division Superintendent. Final selection of the cold weather coat will be made by the Director of Public Works/designee.

**Section 3. Dress Code**

- a. General The goal of the DPW dress code is to provide consistency, respectability, presentability, and to ensure employees safety. All employees shall comply with the following dress code as set forth below:  
  
Employees shall not wear items of clothing provided by the Town during non-work related activities.
- b. Badges Employees will carry photo identification at all times while on Town time.
- c. Pants Employees may wear blue denim jeans or navy blue twill type pants. Pants shall not have holes, be altered, cut or frayed. Shorts are not permitted except as provided in Section 5, below. Employees are responsible for the purchase of pants.

- d. Boots Boots are required at all times. Meter Readers may wear walking shoes or sneakers between April 1<sup>st</sup> and October 1<sup>st</sup> while performing Meter Reading functions.
- e. Shirts Employees will be provided with short sleeve safety colored tee shirts in accordance with sub-section 2(c) above. Shirts must be worn at all times. Employees may wear long sleeve shirts under approved short sleeved shirts. Shirts shall not have holes, be altered, cut or frayed. The shirts, sweatshirts, and/or jackets provided by the Town must be worn and visible at all times. The Town will consult annually with the Safety and Efficiency Committee with respect to the style, color, logos, labels, and decals of the tee shirts and sweatshirts to be issued to employees prior to purchase. Final approval of the tee shirts and sweatshirts will be made by the Director of Public Works after said consultation. Employees are not allowed to wear other non-town logos on their attire.
- f. Safety Vests In the absence of safety colored attire all safety personnel not working in buildings shall wear a safety vest. Safety T-shirts or safety vests must be visible at all times.
- g. Sweatshirts The Town will provided safety colored hooded pullover, zippered or crew neck pullover sweatshirts with the Town of Needham logo as provided in sub-section 2(c). Sweatshirts shall not have holes, be altered, cut or frayed.

**Section 4. Summer Dress Code Program** During the period of June 15<sup>th</sup> through the second Friday in September of each year (known as the “Summer Dress Code Period”) members of the Union may wear shorts under the conditions set forth below. Failure of employees to adhere to these conditions may result in disciplinary action. The Director of Public Works/designee may require that an employee adhere to the traditional dress code (as outlined in Section 3) if, in his or her sole discretion, he or she determines that an employee’s safety may be compromised or his or her professional appearance is diminished.

- a. It is the responsibility of each employee to have appropriate attire available at any given time to execute all duties associated with his or her position.
- b. All shorts must fit loosely and shall not be of the athletic variety.
- c. Shorts must not be frayed, have holes, or manufactured rips.
- d. No cut-offs are permissible.
- e. Navy blue jean shorts or khaki shorts are permissible.
- f. Shorts may not be more than one inch above the knee.
- g. Shorts may not be worn when an employee is engaged in any of the following activities: excavating, laying asphalt, working in a trench that is greater than three (3) feet deep, or when exposed to sewage, hazardous materials, or other circumstances as determined by the Director of Public Works/designee.

All compliance issues will be determined and decided upon by the Director of Public Works/designee.

**ARTICLE 16**  
**NO STRIKE CLAUSE**

Recognizing that it is specifically provided in Chapter 150E of the General Laws to be unlawful for any employee of the Union to engage in, induce, or encourage any strike, work stoppage, a slowdown or withholding of services, the Union agrees that neither it nor its officers or representatives will call, instigate, authorize, sanction or ratify any strike, slowdown or stoppage of work by employees of the Union.

**ARTICLE 17**  
**STABILITY OF AGREEMENT**

**Section 1.** No agreement, understanding, alteration or variation of the agreements, terms or provisions herein contained shall bind the parties hereto unless made and executed in writing by the parties hereto.

**Section 2.** The failure of the Town or the Union to insist, in any one or more incidents upon the performance of any of the terms or conditions of this Agreement shall not be considered as a waiver of relinquishment of the right of the Town or of the Union to future performance of any such term or condition, and the obligations of the Union or of the Town to such future performance shall continue in full force and effect.

**ARTICLE 18**  
**SETTLEMENT OF GRIEVANCES**

**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 7. Arbitration**

- a. Should the Union remain dissatisfied with the Step 4 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.

**ARTICLE 19**  
**SEPARABILITY AND SUBORDINATION TO EXISTING LAW**

**Section 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 a decision by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby.

**Section 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.

**Section 3.** Nothing in this Agreement shall diminish the authority and power of the Retirement Board or Personnel Board established by law.

**ARTICLE 20**  
**EFFECT OF AGREEMENT**

**Section 1.** This Agreement contains and constitutes the entire Agreement between the Town and the Union arrived at as a result of collective bargaining. No amendment, extension, or alteration of this Agreement and no other Agreement between the parties hereto which is inconsistent with the terms hereof shall be effective or enforceable unless it is in writing and signed by the parties hereto.

**Section 2.** The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands with respect to any subject or matter not removed by law from the area of collective bargaining, and that understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the Agreement. Therefore, the Town and the Union for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered by this Agreement.

**Section 3.** The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent with respect to future enforcement of all the terms and conditions of this Agreement.

**Section 4.** No provision of this Agreement shall be retroactive prior to the effective date unless otherwise voted by the Town or specifically stated herein.

**Section 5.** Where this Agreement requires the appropriation of funds or other vote on the part of the Town to effect the carrying out of any provision hereof, to that extent this Agreement is subject to such action as may be taken by the Town Meeting pertaining to the required appropriation or other vote.

**ARTICLE 21**  
**WAGES**

**Section 1.** Subject to other provisions of this Agreement, the classification of positions and rates of compensation shall consist of the following:

NIPEA/Public Works Salary Schedule      FY 2015 - 2.5% increase plus hazard pesticide and  
NIPEA - 40 Hours per Week                      water pay; clothing, boots and meals annual amount  
Effective July 1,    of \$750  
2014    expressed hourly

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
W7			26.21	26.99	27.79	28.41	29.31	30.24	31.13
W6		23.92	24.63	25.36	26.11	26.89	27.50	28.07	28.65
W5		22.17	22.82	23.49	24.19	24.90	25.46	25.99	26.53
W4		20.66	21.28	21.90	22.55	23.22	23.82	24.32	24.82
W3		19.42	20.00	20.58	21.19	21.82	22.49	22.87	23.27
W2			18.13	18.79	19.51	20.26	21.10	21.46	21.83

NIPEA/Public Works Salary Schedule      FY 2016 - 1% increase  
NIPEA - 40 Hours per Week  
Effective July 1,  
2015    expressed hourly

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
W7			26.47	27.26	28.07	28.69	29.60	30.54	31.44
W6		24.16	24.88	25.61	26.37	27.16	27.78	28.35	28.94
W5		22.39	23.05	23.72	24.43	25.15	25.71	26.25	26.80
W4		20.87	21.49	22.12	22.78	23.45	24.06	24.56	25.07
W3		19.61	20.20	20.79	21.40	22.04	22.71	23.10	23.50
W2			18.31	18.98	19.71	20.46	21.31	21.67	22.05

NIPEA/Public Works Salary Schedule      FY 2016 - 1% increase  
NIPEA - 40 Hours per Week  
Effective January 1, 2016                              expressed hourly

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
W7			26.74	27.53	28.35	28.98	29.90	30.85	31.76
W6		24.40	25.13	25.87	26.63	27.43	28.05	28.63	29.23
W5		22.62	23.28	23.96	24.68	25.40	25.97	26.51	27.06
W4		21.08	21.71	22.34	23.00	23.69	24.30	24.81	25.32
W3		19.81	20.40	20.99	21.62	22.26	22.94	23.33	23.74
W2			18.49	19.17	19.90	20.67	21.52	21.89	22.27



applicable pay grade. The merit raise may be rescinded at any time by the Director of Public Works/designee if the employee's performance does not continue to meet the standards set forth in the merit guidelines.

- e. All of the provisions listed above shall be subject to sufficient appropriation. If the Town Manager approves a request in accordance with this article he/she will endeavor to secure funding if funding is not available in the appropriate departmental budget.
- f. The provisions of this section are not subject to grievance or arbitration procedures contained in this Agreement.
- g. Any three members of the bargaining unit may nominate an employee for the Merit Bonus or Merit Raise by putting such request in writing to the Director of Public Works/designee.

**Section 5. Acting Pay** An employee who is assigned, for three (3) or more consecutive working days, to a position classified in a grade higher than the grade in which he or she performs regular service shall be compensated for such time at the rate to which he or she would have been entitled had he or she been promoted to such position, retroactive to the first day of assignment. For the purposes of this section, three or more consecutive working days shall be the period Monday – Friday (regular DPW operations) or Tuesday through Saturday (RTS operations only). No employee may be assigned to a higher-level, non-union position without the advance approval of the Town Manager.

**Section 6. Longevity** 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 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 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.

**Section 7. Snow Emergency Standby Program** Employees of the bargaining unit involved in the Snow Emergency Standby Program will receive a \$500 stipend payable December 15 and a \$500 stipend payable March 31. Employees of the bargaining unit assigned to the 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. The Salt Shift Team shall 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. The date of commencement of the snow program shall be established by the Director of Public Works.

**Section 8. Drinking Water Treatment License Program**

- 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.
- c. 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.
- d. The Director shall select from interested applicants using the criteria identified for the filling of vacancies contained in Article 6, Section 1.

**Section 9.** Members of the bargaining unit eligible to receive differential pay as set forth in Section 8(c) may only receive one type of differential pay at any given time. Payment of a differential for holding a particular license in accordance with Section 8 will only be authorized when the employee's position has been designated by the Director of Public Works/designee as requiring that license.

**Section 10. Promotion** 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 the request of the Director of Public Works, 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. If the employee's next step date is within one calendar month of the date of the promotion, the employee will automatically receive his or her step increase prior to the promotion.

**Section 11. 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 the request of the Director of Public Works, 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 the Town Manager grants one or more steps, the date of transfer shall become the employee's step date for the purposes of future satisfactory performance step increases.

**Section 12. 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 Plan, 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 the request of the Director of Public Works, 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.

**Section 13. Entrance Rate** Newly hired employees will begin employment at Step 2 unless otherwise recommended by the Director of Public Works and approved by the Town Manager, whose decision shall not be grievable.

**Section 14.** At the recommendation of the Director of Public Works and the advance approval of the Town Manager, an employee hired at grade level W-2 (Laborer 2) may be advanced to grade level W-3 (Laborer 3) no sooner than the conclusion of the probationary period and the receipt of a satisfactory performance appraisal. The date of advancement to grade level W-3 (Laborer 3) shall become the employee's effective date for future satisfactory performance step increases.

## **ARTICLE 22**

### **SECTION 125 CAFETERIA PLANS**

The parties agree that the Town shall institute a Before-Tax Premium Payment Plan (Cafeteria Plan) in compliance with State law and Section 125 of the Internal Revenue Service Code. The Town may at its discretion extend the 125 Plan to provide other benefits as allowed under Section 125 of the IRS Code and as further authorized by state law.

## **ARTICLE 23**

### **LAYOFF AND RECALL**

**Section 1.** It is understood and agreed that in all cases of laying off or recall of forces, length of continuing service in the Department of Public Works shall be the determining factor, provided that the employee has the ability and physical fitness to perform the work in a satisfactory manner. Employees will remain on a recall list for two (2) years.

**Section 2.** Employees on layoff status shall maintain their seniority with the Town for twelve (12) months from the most recent date of layoff and may be removed from the Department recall lists for any one of the following reasons:

- a. The expiration of 12 months from the date of layoff
- b. Failure to respond within seven (7) days to a communication regarding availability for employment.

- c. Failure to appear for a job interview after notification by certified letter addressed to the employee's last address on file with the Town. The employee is responsible for providing the Town with his/her current address information.
- d. Failure to accept employment or report to work in a comparable position of job class within seven (7) days of notification.
- e. Re-employment in a comparable position or job class.
- f. Request in writing that the employee be removed from the recall list.

**ARTICLE 24**  
**LICENSES**

**Section 1.** The Town will pay the difference between the appropriate commercial driver's license (if different designations of commercial driver's licenses are made, the Director of the DPW shall determine which designation of CDL a member must obtain) and the class three Massachusetts driver's license.

**Section 2.** Employees hired after April 1, 1991 will be required to have a valid Commercial Driver's License before beginning employment unless such requirement is waived by the Director of Public Works.

**Section 3.** The Town will pay the fee for obtaining job-related licenses, such as, but not limited to, hoisting or pesticide application licenses, if approved in advance by the Director of Public Works/designee.

**Section 4.** The Town of Needham will conduct drug and alcohol testing in accordance with DOT regulations and the Town's policy dated June 28, 1995.

**ARTICLE 25**  
**DURATION OF CONTRACT**

**Section 1.** This Agreement shall continue in full force and effect to midnight, June 30, 2017, and shall be subject to re-negotiation for the period beginning July 1, 2017, as hereinafter provided. Until such time as the Town and the Union re-negotiate a mutually satisfactory contract, the terms of the within Agreement shall remain in full force and effect.

**Section 2.** Should either or both parties desire to negotiate a new collective bargaining 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 by Certified or Registered Mail.

**Section 3.** 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 negotiations.

**ARTICLE 26**  
**MISCELLANEOUS PROVISIONS**

**Section 1.** Incorporated herein by reference and considered an integral part thereof is the Town of Needham Vehicle Use Policy dated March 11, 1997.

**Section 2.** The Union acknowledges the Town's right to eliminate the use of municipal vehicles for commuting use by members of the bargaining unit at any time which decision shall not be grievable.

**Section 3.** At the discretion of the Town, an employee whose services have been terminated may be provided payment of two weeks pay in lieu of notice.

**Section 4.** **Flu Vaccinations** Each employee covered by this contract shall be eligible to receive at no cost to the employee an annual flu vaccination provided by the Town of Needham Health Department, during the vaccination period defined by the Health Department in any such year as the Health Department determines flu vaccinations should be provided to the community, provided that any employee who receives a flu vaccination shall sign a form provided by the Board of Health, releasing the Town of Needham, the Health Department, and any and all town officials and employees from liability for any condition resulting from receipt of the vaccination.

**Section 5.** Members of the bargaining unit designated by the Health Department shall be eligible to receive at no cost to the employee a vaccination for Hepatitis B and Tetanus, provided that any employee who receives such vaccinations shall sign a form releasing the Town of Needham, the Board of Health, and any and all town officials and employees from liability for any condition resulting from receipt of the vaccination.

**Section 6.** Incorporated herein by reference and considered an integral part thereof is the Town of Needham FMLA Policy (#312) dated February 7, 1995.

**Section 7.** The Town acknowledges its responsibilities under M.G. L. c. 149 Section 52D (Small Necessities Leave Act) as amended.

**Section 8.** **Criminal Offender Record Information** The Town may conduct Criminal Offender Record Information (CORI) checks for service-oriented positions as needed.

**Section 9.** **Motor Vehicle License** The Town will conduct periodic motor vehicle license checks for all members to verify that each member of the bargaining unit required to operate a motor vehicle has an active drivers' license, so long as such checks do not conflict with DOT regulations.

**Section 10. Electronic Time Keeping System** The Town agrees to consult with the Union prior to implementing an electronic time keeping system.

**Section 11. Mandatory Direct Deposit** The Town is authorized to require all members of the Union to sign up for direct deposit effective July 1, 2014. The only exception to this requirement is current employees who are not already on direct deposit as of April 1, 2014. Current employees who are on direct deposit as of April 1, 2014 may not change from direct deposit status. All employees hired after April 1, 2014 shall be subject to the mandatory direct deposit requirement.

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

## **ARTICLE 27** **PERFORMANCE EVALUATION**

An annual evaluation of the performance of every employee in the Union shall be made on such form and at such time as the Town Manager may require. Annual evaluation shall be included in the centralized personnel file.

## **ARTICLE 28** **LIGHT DUTY**

**Section 1.** If, after missing 10 work days due to a work-related or non-work related injury, an employee is unable to return to full duty status, a Town-designated physician may examine the employee to determine his or her fitness to perform light duty. Before making a determination, the Town-designated physician shall consult with the employee's treating physician.

**Section 2.** Each physician who administers an examination under this procedure shall be provided by the Town with a detailed analysis of the physical requirements of the light duty tasks proposed, and shall be asked to make a determination of the fitness of the examined 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.

**Section 3.** In the event that an employee is assigned to light duty, such light duty shall not interfere with on-going medical treatment.

**Section 4.** Light duty assignments shall be limited to two (2) month increments unless an extension is otherwise approved in advance by the Director of Public Works/designee.

**Section 5.** Light duty tasks shall be determined by the Director of Public Works/designee.

**Section 6.** Employees on light duty status shall be ineligible for overtime assignments.

**ARTICLE 29**  
**ACCESS TO PREMISES**

Union staff representatives shall be permitted to have access to the premises of the Town for the purposes of official Union business, so long as there is no disruption of operations. Requests will be made in advance to the Director of Public Works or his/her designee and will not be unreasonably denied. The Union may be required to provide the Town with a list of staff representatives who may wish to access the premises.

**ARTICLE 30**  
**DUES/AGENCY FEE**

**Section 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 A. 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 his/her 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.

**Section 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.

**Section 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.

**Section 4.** The Union shall provide the Department of Human Resources with the signed acknowledgement from each member on Appendix A electing to have the union dues deducted from his or her pay. Such release will be submitted for deduction for the next available payroll processing period.

**Section 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.

**Section 6.** Agency Fee

- a. As a condition of employment, each employee who elects not to join or maintain membership in the union shall be required to pay an agency fee to the Union, beginning thirty-first (31<sup>st</sup>) day following the commencement of his/her employment, or the effective date of the agreement, whichever is later. The Town shall deduct from earned wages each pay period the agency fee required as a condition of acquiring, or retaining, employment of those employees who individually authorize such deduction in writing on the form attached hereto, made a part hereof and marked Appendix A. 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.
- b. An employee who does not elect to pay union dues must consent in writing (Appendix A) to the authorization of the deduction of an agency fee from his or her wages and to the designation of the Union as the recipient thereof. Such consent shall be in a form acceptable to the Town, and shall bear the signature of the employee.
- c. 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.
- d. 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.
- e. The Union shall provide the Department of Human Resources with the signed acknowledgement on Appendix A from each member electing the agency fee deducted from his or her pay. Such release will be submitted for deduction for the next available payroll processing period.

**Section 7.** The Union shall be responsible for representing the interests of all employees without discrimination and without regard to employee organization membership.

**ARTICLE 31**  
**DISCRIMINATION AND COERCION**

**Section 1.** There shall be no discrimination by foremen, superintendents or other agents of the Town against any employee because of activity or membership in the Union or its agents because of non-activity or non-membership in the Union.

**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.

**ARTICLE 32**  
**UNION REPRESENTATIVES**

**Section 1.** A written list of Union stewards and other officers of the local shall be furnished to the Town immediately after their designation. The Union shall subsequently notify the Town of any changes in such designations.

**Section 2.** Union stewards or other officials of the local 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 Director of Public Works/designee and shall not be unreasonably denied.

**Section 3.** Leave of absence without loss of pay may be granted to members of the bargaining team to attend negotiation sessions.

**Section 4.** Two members of the local shall be entitled to two days off without loss of pay per fiscal year for the purposes of attending meetings of state and national conventions provided that such leave is requested at least 48 hours in advance and does not unduly interfere with the operations of the Department of Public Works.

**Appendix A**  
**NIPEA/Union Dues/Agency Fee**  
**Authorization for Payroll Deduction**

\_\_\_\_\_  
Name of Employee

\_\_\_\_\_  
Department/Division

Effective \_\_\_\_\_ I hereby request and authorize you to deduct from my earnings each pay period, the amount of \$ \_\_\_\_\_. This amount shall be paid to the Treasurer of the Needham Independent Public Employees' Association, and represents payment of my Union dues OR Agency Fee (please circle one).

These deductions may be terminated by me by giving you a sixty (60) days written notice in advance or upon termination of my employment.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Employee's Address

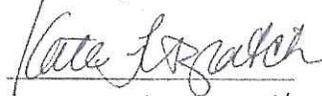
Memorandum of Agreement

It is hereby agreed, by and between the Needham Independent Public Employee Association/LIUNA 1116 (hereinafter the "Union") and the Town of Needham (hereinafter the "Town") as follows:

1. The parties have agreed that the hours of operation of the RTS may be changed at the discretion of the Town Manager, and that employees are no longer required as a condition of employment to work an additional one hour of overtime per day.
2. Employees hired on or after March 1, 2014 or assigned to the RTS on or after March 1, 2014 are not subject to the condition of employment requiring one hour of overtime per day, and will not be guaranteed any specific amount of overtime as a condition of employment. The Director of Public Works may arrange the work schedule of such employees (Tuesday through Saturday) to meet the needs of the RTS facility.
3. Employees on the payroll and assigned to the RTS as of February 28, 2014 will continue to be assigned four hours of overtime per week during the term of the collective bargaining agreement (June 30, 2017).
4. The Director of Public Works will arrange for RTS employees to be offered overtime opportunities in other divisions when the RTS is closed.

Except as expressly set forth herein, all provisions of the collective bargaining agreement between the Town and the Association, which by its terms is in effect through June 30, 2017 shall remain in full force and effect.

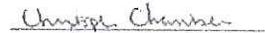
Town Manager



Date: 7-14-2014

N.I.P.E.A.





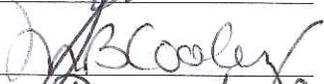


Date: 7-14-14

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

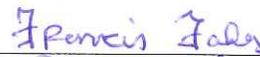
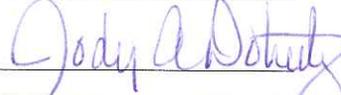
IN WITNESS WHEREOF, the Town has caused this instrument to be duly executed by its authorized designees and the Union has caused this instrument to be signed by its proper officers hereunto duly authorized this 26th day of March, 2015.

For the  
Town of Needham:

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

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

For the  
Union, LIUNA, Local 1116

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

Date: 3-26-15

Town Manager:

  
\_\_\_\_\_  
Kate Fitzpatrick

Date: 4-9-2015

Approved as to Form:

  
\_\_\_\_\_  
David S. Tobin, Town Counsel

Date: 4/10/15