

**Memorandum of Agreement
Fiscal Year 2022**

Agreement is hereby made this 26th day of April, 2022 by and between the Town of Needham (hereinafter the "Town") and the Needham Police Superior Officers Association (hereinafter the "Association"). 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, 2021, remain in full force and effect.

1. The term of the Agreement shall be July 1, 2021 through June 30, 2022.
2. All Base Wages contained in Article 23 shall be increased by 2%.
3. A new step 3% higher than the existing top step will be added as of July 1, 2021 and the bottom step will be eliminated.
4. Amend Article 8 Military Leave as follows:

Section 1. Members of the bargaining unit who are members 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, up to ~~seventeen (17)~~ forty (40) calendar days per year of such leave to be with full regular straight time pay for normally scheduled work hours.

5. Amend Article 9 Non-occupational Sick Leave:

**ARTICLE 9
NON-OCCUPATIONAL SICK LEAVE**

Section 3. Usage

- (a) Use of non-occupational sick leave shall be granted to an employee only when the employee is incapacitated from the performance of duties by personal sickness, injury or quarantine by public health authorities, except that an employee shall be allowed to use up to ten (10) days of non-occupational sick leave when available per fiscal year for illness or injury of a parent, spouse or child of the employee. **Sick leave used for qualified and approved family and medical leave in accordance with the FMLA is not subject to the ten (10) day limit.**

6. Amend Article 13 Bereavement Leave:

**ARTICLE 13
BEREAVEMENT LEAVE**

Section 2. For the purposes of this section, immediate family shall be defined as the parents of the employee, spouse, parents of spouse, children, grandparents, **grandchildren** and brothers, and sisters, and **legal guardian** of the employee.

Section 3. Bereavement Leave of **three** one days may be allowed on account of the death of a brother-in-law, sister-in-law, **niece, nephew, aunt or uncle** of the employee.

7. Article 17 Paid Details shall be amended at Section 7 as follows:

Section 7. Lieutenants working paid details shall be guaranteed a minimum of four (4) hours pay. Officers working details beyond four (4) hours shall be guaranteed four (4) hours additional pay for hours worked between four (4) and eight (8) hours. **Lieutenants shall be paid for eight (8) hours for private details that are requested as eight (8) hour details by the private party, regardless of the number of hours worked.** Hours worked beyond eight (8) hours shall be paid on an hour for hour basis. Those details which last for more than eight (8) hours of continuous duty by the officer shall be paid at an additional half time for all hours ~~or a portion thereof~~, worked in excess of eight (8) hours. **Any portion of an hour worked beyond eight (8) hours shall be rounded up to the nearest whole hour.**

8. Amend Article 28 Miscellaneous Provisions by adding a new Section 12 Training as follows:

Section 12. Training Officers attending Police Department training shall be guaranteed a minimum of four (4) hours pay. Officers attending Police Department training beyond four (4) hours shall be guaranteed four (4) hours additional pay for hours worked between four (4) and eight (8) hours. Hours worked beyond eight (8) hours shall be paid on an hour for hour basis. Police Department training assignments that last for more than eight (8) hours of continuous duty by the officer shall be paid at an additional half time for all hours or a portion thereof, worked in excess of eight (8) hours.

9. The parties acknowledge the Town's right to revoke its acceptance of the Civil Service statutes.
10. Subsequent to the Town taking the necessary steps required by law to withdraw from Civil Service, the following changes shall be made to the Contract:
- 10a. Insert a new Article 30 Section 5 Civil Service Rights as follows, and renumber following sections accordingly:

Section 5. Civil Service Rights Officers permanently appointed under Chapter 31 shall preserve all other rights and privileges to which they are entitled by law as a consequence of the Town's departure from Civil Service.

- 10b. Amend Article 30 section 5 Promotion (now Section 6):

Section 6. Promotion ~~To the extent that the title of Chief of Police and Deputy Chief of Police remain subject to the provisions of M.G.L. c. 31 (Civil Service), the Association agrees that the Town may change its method of selecting candidates for promotion to the rank of Chief of Police and Deputy Chief of Police.~~ The determination of the appropriate method of selection **for the rank of Chief of Police and Deputy Chief of Police** shall be the exclusive prerogative of the Town Manager, consistent with State law and the Town Charter. The Town agrees that the same method of selection for promotion to the rank of Chief of Police and Deputy Chief of Police will apply to all applicants, of any rank, for the position.

- 10c. Remove/Amend contract language relating to Civil Service:

Amend Article 20 Stability and Subordination by inserting in the first paragraph after the words "a Civil Service rule or regulation" the words "(for employees hired under the Civil Service System)" and in the last paragraph after the words "Civil Service Commission" the words "(for employees hired under the Civil Service System)"

- 10d. Amend Article 24 Lay-Offs and Recall, as follows:

ARTICLE 24
LAY-OFFS AND RECALL

Section 1. Lay-offs shall be made in **order of seniority** ~~accordance with the provisions of the Civil Service Law, as amended, or successor law or act. In the event that, for any reason, the Civil Service Law, or successor law or act shall not apply, then lay-offs shall be made by seniority.~~ For purposes of this paragraph, seniority shall be determined by date of permanent appointment to the Department. Subsequent recall shall take place on the same basis. **Officers shall be eligible for recall for a period of ten calendar years from the effective date of the layoff, unless they decline a recall offer by the Town or fail to respond to a recall offer within thirty (30) calendar days from the date of receipt of the recall notice mailed by the Town to the last know address provided by them to the Town.**

Section 2. Recall/Reinstatement Benefits

~~In the event that a Police Officer is laid off and reinstated in accordance with the provisions of Civil Service Law, he/she shall be entitled to the following benefits upon return:~~

- (a) Seniority Seniority shall be determined by **date of permanent appointment to the Department.** ~~Civil Service Law.~~

Town of Needham

MBCookey

[Signature]

[Signature]

[Signature]

Date: 4-26-2022

[Signature]

Town Manager/Date 4-27-2022

Police Superior Officers Association

[Signature]

John McLaughlin

[Signature]

[Signature]

[Signature]

Date: 4/20/22

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

