

**Memorandum of Agreement
Fiscal Year 2023 & FY2024**

Agreement is hereby made this 11th day of October, 2022 by and between the Town of Needham (hereinafter the "Town") and the Needham Independent Public Employees Association, (hereinafter the "Union"). Except as expressly set forth herein, all provisions of the collective bargaining agreement between the Town and the Union, which by its terms is in effect through June 30, 2022, remain in full force and effect.

1. The term of the Agreement shall be July 1, 2022 through June 30, 2024.
2. The base wages will be increased as follows:

FY2023: 2% (effective July 1, 2022)
FY2024: 2% (effective July 1, 2023)

3. Amend Article 30/Light Duty by deleting section 1. and inserting a new section as follows:

Section 1. An employee who is unable to return to full duty status after a work-related or non-work-related injury may return to work on a light duty status consistent with any restrictions provided by a physician and in accordance with the provisions set forth below.

3. Amend Article 5 Hours of Work, Holidays and Overtime by inserting after the words "Memorial Day" the word "Juneteenth."
4. Amend 5 Hours of Work, Holidays and Overtime by inserting a new Section 8 Flexible Schedules as follows:

Section 8 Flexible Schedules The Director of Public Works/designee may authorize a flexible work schedule subject to the following conditions:

- a. The employee can accomplish all required duties during the adjusted hours without detrimental impact on the productivity of the Division.
- b. Clear work objectives and tasks are set.
- c. The employee has demonstrated the ability to work productively without direct supervision.
- d. The work schedule will be outlined in a Flexible Work Schedule Agreement. The Flexible Work Schedule Agreement will clearly define daily work hours and the length of the adjustment. The Agreement will be reviewed every three months and may be rescinded if it no longer meets the operational needs of the Division.
- e. Granting or revoking a Flexible Work Schedule Agreement shall be the sole prerogative of the Director of Public Works/designee and shall not be grievable.

5. Amend Article 11 Military Leave, Section 1/Reserve Service by deleting the sum "17" and inserting the sum "40."
6. Amend Article 12 Non-Occupational Sick Leave Section 3(a)ii by inserting the following at the end of the section: "Sick leave used for qualified and approved family and medical leave in accordance with FMLA is not subject to the ten (10) day limit."
7. Delete Article 22 Section 6 Snow Emergency Standby Program and insert in place thereof the following:

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

For the Town

MB Cooley
MB Cooley
Brian O'Keefe
MB Cooley
MB Cooley

Date: 10/11/2022

[Signature]
 Town Manager/Date

For the Union

[Signature]
[Signature]
[Signature]

Date: 10/11/22

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