

**Memorandum of Agreement
Fiscal Year 2022**

Agreement is hereby made this 30th day of March, 2022 by and between the Town of Needham (hereinafter the "Town") and the Needham Police Union (hereinafter the "Union"). 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. Amend Article 7 Leaves of Absence, Section 7 as follows:

Section 7. Personal Leave ~~One Two (2)~~ shifts leave of absence with full pay shall be granted for personal business during the calendar year with advance approval of the Chief of Police. Such request must be submitted in writing at least forty-eight (48) hours prior to the date selected.

3. Amend Article 9 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.

4. Amend Article 10 Non-occupational Sick Leave:

**ARTICLE 10
NON-OCCUPATIONAL SICK LEAVE**

Section 3. Usage 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~~ Employees 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.** The employee's non-occupational sick leave bank will be charged for the number of days absent from work because of non-occupational illness.

5. Amend Article 14 Bereavement Leave:

**ARTICLE 14
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.

6. Article 17 Special Departmental Assignments and Other Details shall be amended at Section 11 as follows:

Section 11. Officers 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. **Officers 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.**

7. **Amend Article 20** Settlement Of Grievances as follows:

Section 3. Step One The employee, or the Police Union, must notify his/her supervisor within ~~fourteen (14)~~ **twenty-five (25)** business days (Monday through Friday) after the occurrence of the matter which gave rise to the grievance. The supervisor must 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.

Section 6. (c) The Personnel Board will issue a decision within ~~thirty (30)~~ **forty-five (45)** business days of the receipt of the grievance by the Director of Human Resources. The timeframes in this section may be extended at the agreement of the parties.

Section 7. Arbitration

Should the Union request arbitration, the grievance shall be submitted to an arbitrator selected by the parties within ~~ten (10)~~ **twenty-five (25)** business days of receipt of the Step Four decision, otherwise the matter will be considered to be resolved.

8. All Base Wages contained in Article 23 shall be increased by 2%.
9. Article 23, Wages, shall be amended at Section 1, Wage Schedules, by eliminating the minimum step and step 2 steps for P-1 and steps 3 and 4 for P-2. Elimination of the minimum or second step shall not result in advancement within the steps with the exception of any member of the bargaining unit who is being paid at the minimum or secondary step in P-1 or P-2 at the time of its elimination. **Said member of the bargaining unit shall**

advance to the next step and the effective date becomes the employee's new step date for further step advancement the purpose of future satisfactory performance step increases.

10. Amend Article 23 Wages by modifying stipend sections 7, 8, 15, 18, 21, 22, and 24 and adding three new stipends as Section 25, 26, and 27 follows:

Section 7. Armorer ~~Effective July 1, 2011, an additional \$62.50 per month when~~ **A stipend in the amount of \$1,000 per year, paid weekly, shall be paid to the member of the bargaining unit who is assigned to and performing the duties of Armorer as designated by the Chief of Police.**

Section 8. Firearms Instructor ~~Effective July 1, 2011, an additional \$62.50 per month when~~ **A stipend in the amount of \$1,000 per year, paid weekly, shall be paid to the member of the bargaining unit who is assigned to and performing the duties of Firearms instructor as designated by the Chief of Police.**

Section 15. Community Service Officer A stipend in the amount of ~~\$900~~ **\$1,000** per year, paid weekly, shall be paid to the member of the bargaining unit who is assigned to and performing the duties of Community Service Officer as designated by the Chief of Police.

Section 18. School Resource Officer A stipend in the amount of ~~\$900~~ **\$1,000** per year, paid weekly, shall be paid to the member of the bargaining unit who is assigned to and performing the duties of School Resource Officer as designated by the Chief of Police.

Section 21. Motorcycle Officer ~~Effective July 1, 2011, an additional \$62.50 per month when~~ **A stipend in the amount of \$1,000 per year, paid weekly, shall be paid to the member of the bargaining unit who is assigned to and performing the duties of Motorcycle Officer as designated by the Chief of Police.**

Section 22. Car Seat Installer ~~Effective July 1, 2011, an additional \$62.50 per month when~~ **A stipend in the amount of \$1,000 per year, paid weekly, shall be paid to the member of the bargaining unit who is assigned to and performing the duties of Car Seat Installer as designated by the Chief of Police.**

Section 24. Animal Control Stipend A stipend in the amount of ~~\$300~~ **\$1,000** per year, paid weekly shall be paid to the member of the bargaining unit who is assigned to and performing the duties of Animal Control Substitute, as determined by the Chief of Police.

Section 25. Traffic Officer A stipend in the amount of \$1,000 per year, paid weekly, shall be paid to the member of the bargaining unit who is assigned to and performing the duties of Traffic Officer as designated by the Chief of Police.

Section 26. Administrative Officer A stipend in the amount of \$1,000 per year, paid weekly, shall be paid to the member of the bargaining unit who is assigned to and performing the duties of Administrative Officer as designated by the Chief of Police.

Section 27. Community Outreach Officer A stipend in the amount of \$1,000 per year, paid weekly, shall be paid to the member of the bargaining unit who is assigned to and performing the duties of Community Outreach Officer as designated by the Chief of Police.

11. Amend Article 30 Section 13 as follows:

Section 13. Cruiser/Body Cameras The parties agree to establish a joint labor/management committee consisting of three members of the bargaining unit and three members appointed by the Town Manager. The Committee will review policies and procedures with respect to cruiser cameras and body cameras and make a recommendation to the Town Manager and the Chief of Police relative to use of those devices in the Town of Needham by ~~June 1, 2017~~ **June 30, 2023**. It is agreed that there will be no implementation of any camera policy without mutual agreement between the Town and the Union to the terms and conditions under which they will be used, except as otherwise mandated by State or Federal law.

12. Amend Article 30 Miscellaneous Provisions by adding a new Section 14 Training as follows:

Section 14. 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.

13. The parties acknowledge the Town's right to revoke its acceptance of the Civil Service statutes. 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:

- 14a. Delete Article 30 section 4 Promotional Examinations and see below.

- 14b. Insert a new Article 30 Section 16 Civil Service Rights as follows:

Section 16. 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.

- 14c. Remove/Amend contract language relating to Civil Service

Amend Article 21 Separability and Subordination to Existing Law 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)”

Amend Article 23 Section 11 Hiring above the Minimum Entrance Rate by deleting the last sentence: “Police officers appointed under the open competitive civil services certification process are not eligible for the benefits outlined in this section.”

- 14d. Amend Article 27 Lay-Offs and Recall, as follows:

ARTICLE 27
LAY-OFFS AND RECALL

Section 1. Lay-offs shall be made in **order of seniority** ~~in 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.~~
- (b) Longevity The recalled officer shall be entitled to receive credit for prior service for the purposes of longevity payment. The Officer's anniversary date for the purposes of longevity payment shall be adjusted by the number of calendar days the Officer was separated from his/her permanent position.
- (c) Sick Leave The recalled Officer shall be credited with his/her non-occupational sick leave bank as of the time of the lay-off. The Officer shall not accrue sick leave during the period that he/she was separated from his/her permanent position.

- (d) Vacation The recalled Officer shall be granted credit for prior service for the purposes of vacation. The Officer shall not be entitled to vacation for the period that he/she was separated from his/her permanent position. Upon re-hire, the Officer shall be granted a proportionate amount of vacation as the number of full calendar months to be worked in the current year bears to the number of calendar months in a year. Partial vacation days shall be rounded up to the closest whole number.
- (e) Step Raises The recalled Officer shall be reinstated at the step rate in which he/she was paid at the time of the lay-off. The Officer's next step date shall be adjusted by the number of calendar days that he/she was separated from his/her permanent position.

14e. Add a new Article 31, Promotion of Sworn Police Officers as follows:

ARTICLE 31
PROMOTION OF SWORN POLICE OFFICERS

Section 1. Applicability This policy applies to promotions for sworn personnel only. Promotions are based upon the merits of the individuals and their personal performance in the promotion process.

Section 2. Policy It is the policy of the Needham Police Department to recommend promotions based upon an employee's training, experience and merit as determined pursuant to this Article. The Town Manager is the Appointing Authority for all employees of the Department.

3. Procedures

- 3.1 The Town will select a vendor to administer promotional examinations and/or assessment centers to qualified candidates who meet the eligibility criteria. The vendor will be experienced in developing and administering promotional exams for municipal police officers. The Union president or designee may participate in the selection process for the vendor.
- 3.2 All components of the exams shall comport with testing standards generally accepted by acknowledge experts in police promotional exams, and shall fairly test the knowledge, skills, and abilities that can be practically measured and that are actually required to perform the primary functions of the position of sergeant or lieutenant.
- 3.3 The Human Resources Department will post written announcements of any scheduled promotional examination no less than 180 days in advance of the test date and will ensure that such announcements are distributed to eligible candidates. The Department

will ensure that eligible employees on leave status will be mailed a copy of the announcement.

3.4 The Human Resources Department will ensure that all promotional materials, documents, scores, and completed evaluation forms remain confidential and are kept in a secure location, with the exception of any documents that by law must be kept by the Police Department.

3.5 The Human Resources Department will maintain copies of active promotional lists.

3.6 A recommended list of reading materials from which all questions on the written examination will be taken, will be made available to all personnel no less than 180 days prior to the exam date.

3.7 The examinations will be provided without cost to the participating employees.

3.8 Examinations

3.8.1 The examination will consist of two components: 1. A written examination covering department policies, procedures, rules and regulations, criminal law and procedures, and motor vehicle law (50% weight) and 2. An assessment center (50% weight).

3.8.2 Calculation of Education, Experience and Military Service Credit Points will be added to the score of the examination for education, experience and military service credit as follows:

Education (Maximum Points 1.5)

Associate's Degree	0.5
Bachelor's Degree	0.5
Master's Degree	0.5

Experience (Maximum Points 1.5)

Greater than Five Years	0.5
Greater than Ten Years	0.5
Greater than 15 Years	0.5

Military Service (Maximum Points 1.0)

Greater than Two Years	0.5
Greater than Four Years	0.5

3.8.3 The selected vendor will provide an orientation and training for all eligible candidates for promotion in advance of an assessment center. The assessment center portion of the exam shall be video recorded, and the recording will be made available to the candidate by the Town after the assessment center.

3.8.4 The selected vendor shall develop and implement measures to ensure that the judges selected to score the assessment centers are not aware of the identity of the candidates and otherwise provide scores based entirely on the performance of the participants in the assessment center exercises and not in any way based on other factors. No member of the command staff of the Needham Police Department shall communicate with any of the judges concerning the qualifications of promotional candidates, or the performance of any candidate in any aspect of the written exam or assessment center.

3.8.5 Within one week of the completion of any exam, the vendor shall tabulate the total scores of all candidates and create an eligible list in rank order from high to low. The eligible list shall be posted in all locations where departmental notices are customarily posted.

Section 4. Eligibility

4.1 To be eligible for promotion to the rank of Sergeant, the candidate must be a permanent member of the Needham Police Department with a minimum of three years of completed service in Needham as of date of the written examination. To be eligible for promotion to the rank of Lieutenant, the candidate must be a permanent member of the Needham Police Department with a minimum of two years of service as a Sergeant as of the date of the written examination.

4.2 Promotional Examination for the Rank of Sergeant

4.2.1 A written exam for Police Sergeant will be given every two years on or about the first Saturday in November. The passing score on the exam will be seventy (70). If fewer than three (3) individuals achieve a score of seventy (70), the Town is not obligated to make an appointment from the list. The date of the exam may be changed by the Town with 90 days' notice to the Union provided that the new date shall be no sooner than 180 days from the publication of the reading list or more than 210 days from publication of the reading list.

4.2.2 Passing the exam will admit candidates to the next phase of the promotion process. Individuals with passing exam scores will remain eligible for promotion from that list until a new list is created.

4.3 Promotional Examination for the Rank of Lieutenant

4.3.1 A written promotional exam for the rank of Lieutenant will be given every two years on or about the first Saturday in November. The passing score on the exam will be seventy (70). If fewer than three (3) individuals achieve a score of seventy (70) on the exam, the Town is not obligated to make an appointment from the list. The date of the exam may be changed by the Town with 90 days' notice to the

Union. provided that the new date shall be no sooner than 180 days from the publication of the reading list or more than 210 days from publication of the reading list.

4.3.2 Passing the exam will admit candidates to the next phase of the promotion process. Individuals with passing exam scores will remain eligible for promotion from that list until a new list is created.

4.4 Candidate Selection

4.4.1 The Human Resources Department will create a list of candidates ranked from highest score to lowest score. Where the number of promotional appointments to be made is "n," the Chief of Police may make a recommendation for appointment from the first $3n + 1$ persons on the list. The Chief of Police may by-pass a candidate with a higher score on a reasonable and objective basis. It is agreed that a tie score will not be considered a by-pass.

4.4.2 The Town Manager will make the final selection of candidates for promotion based on a recommendation by the Chief of Police.

4.4.3 Candidates who are not selected for promotion will remain eligible for future promotion until a new list is created.

4.5 Provisional Promotion

When there is no active eligible list, the Chief may fill the vacancy on a provisional basis until the next examination.

4.6 Appeal

4.6.1 Within ten (10) business days (Monday through Friday excluding holidays recognized under this Agreement) of the publication of an eligible list, any participant who believes that the exam failed in any way to comply with the requirements of this policy, and that such failure affected the participant's placement on the eligible list, may file a grievance under the Grievance Provisions of the Agreement and the Union shall decide whether to proceed to arbitration with over any such grievance.

4.6.2 Within ten (10) business days (Monday through Friday excluding holidays recognized under this Agreement) of notice to the Union of the Town Manager's final selection per Section 4.4.2, any candidate that was by-passed by the selection and believes there was no reasonable and objective basis for the by-pass may file a grievance under the Grievance Provisions of the Agreement and the Union shall decide whether to proceed to arbitration with over any such grievance.

4.6.3 If the Union decides to process a grievance to arbitration under 4.6.1 or 4.6.2, it shall do so pursuant to the Expedited Labor Arbitration Rules of the American Arbitration Association. The Union and the Town shall share in the fees and expenses of the AAA and the arbitrator selected to hear such grievance and the arbitrator's decision shall be final and binding.

4.6.4 If there is no appeal or grievance filed, and/or after any appeal or grievance has been finally determined, the eligible list will be deemed to be finalized and shall be used for any promotions to sergeant or lieutenant until replaced by a subsequent eligible list.

Town of Needham

MBCoolidge
[Signature]
[Signature]
[Signature]
[Signature]

Date: 4/13/2022

[Signature]
Town Manager/Date 4/13/2022

Needham Police Union

[Signature]
[Signature]
[Signature]
[Signature]

Date: 3/30/22

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

FY2022 - Effective July 1, 2021

GRADE	MINIMUM	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
P-2					\$39.27	\$40.78	\$41.61	\$42.42	\$43.29
P-1			\$27.98	\$29.35	\$30.77	\$32.27	\$33.84	\$34.53	\$35.21