

**Memorandum of Agreement
Fiscal Year 2023, 2024, 2025**

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, 2022, remain in full force and effect.

1. The term of the Agreement shall be July 1, 2022 through June 30, 2025.
2. All Base Wages contained in Article 16, Salary shall be adjusted as follows:

FY2023 (July 1, 2022)
2.5% increase in base wages

FY2024 (July 1, 2023)
3% increase in base wages

FY2025 (July 1, 2024)
3% increase in base wages

3. Amend Article 5 Hours of Work and Holidays as follows:

**ARTICLE 5
HOURS OF WORK AND HOLIDAYS**

Section 2. Holidays

- (a) The Town of Needham recognizes the following legally observed holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Patriots' Day, Memorial Day, **Juneteenth**, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, one-half day the last working day before Christmas, and Christmas Day.

4. Amend Article 16 Wages by inserting a new section 3 Certification Stipend as follows:

Section 3 Certification Stipend In recognition of the significant new obligations and other changes in the terms and conditions of employment for bargaining unit officers under the Police Reform Act of 2020 (See Chapter 253 of the Acts of 2020), and to ensure that the Town can continue to recruit and retain quality police officers, effective July 1, 2022 the Town shall pay each bargaining unit officer an annual certification stipend in the amount of 2% of regular weekly compensation. Effective July 1, 2023 the certification

stipend shall increase to 3% of regular weekly compensation. Effective July 1, 2024 the certification stipend shall increase to 5% of regular weekly compensation. The certification stipend shall be paid to each bargaining unit officer until if and when any such officer is no longer Certified by the Police Training and Standards Commission. The stipend will be paid in each pay period. Upon decertification of any officer by the POST Commission, such officer is no longer eligible for employment as a police officer by the Town, subject to whatever reinstatement rights may be available to such officer under the law.

5. Amend Article 6 Leave of Absence Section 4 as follows:

Section 4. Personal Day ~~One (1)~~ **Two (2)** day's leave of absence from work at regular straight-time pay for normally scheduled hours shall be granted every calendar year to members of the bargaining unit, provided that such leave be requested in writing to the Chief of Police/designee at least 48 hours prior to the date selected. Personal leave is not cumulative and must be used in the fiscal year in which it is granted.

6. Amend Article 16 Wages by inserting a new Section 4 a POST Supervisory and Certification/Accreditation Stipend in the amount of \$1,000 to be paid annually on or about July 1st.

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

Section 1. Private Detail Rates

Basic Rate \$55 \$57 effective July 1, 2022 and \$60 effective July 1, 2023

Section 4. Town Detail Rates \$48 Details worked for the Town of Needham shall be set at \$7.00 less than the private detail rate.

8. Effective July 1, 2022, delete Article 24 Educational Incentive Section 2 and insert in place thereof the following:

Section 2. Educational Incentive

- (a) Each officer with a qualifying degree in criminal justice shall receive compensation for earned educational credits as of September 1st of each year, equal to a percentage of his/her annual base pay in weekly installments as follows:

<u>Education Level</u>	<u>Current Rates</u>
CJ Associates Degree	10% of base pay
CJ Bachelor's Degree	20% of base pay
CJ Masters/Law Degree	25% of base pay

- (b) It is the intent of this Section to guarantee 100% payment of full Education Incentive pay benefits for all officers with qualifying degrees notwithstanding the date by which

an employee was hired by the Town or by which an employee matriculated for or received any degrees covered by this Article. Further nothing in M.G.L., c. 41, s. 108L or any current or subsequent legislation that might affect M.G.L., c. 41, s. 108L, or the City's reimbursement by the Commonwealth, shall disqualify any employee from receipt of the benefits under this provision. If M.G.L., c. 41, s. 108L, shall be repealed or amended, employees shall continue to receive the Education Incentive pay and percentages they were/are entitled to and were/are receiving or may be entitled to receive in accordance with said c. 41, s. 108L, had said statute not been repealed or amended, and the Town shall pay the entire amount thereof.

(c) As long as a college or university is accredited by the Massachusetts Board of Higher Education or one of the regional boards listed below, neither an officer's enrollment date nor the failure of the Massachusetts Board of Higher Education to certify a particular criminal justice or law enforcement program will impact an officer's eligibility for payments under this Section. The eligible regional accreditation boards are:

- Middle States Commission on Higher Education
- New England Association of Schools and Colleges
- New England Commission of Higher Education
- Northwest Commission on Colleges and Universities
- Higher Learning Commission (formerly North Central Association of Colleges and Schools).
- Southern Association of Colleges and Schools
- Western Association of Schools and Colleges
- Board of Regents of the State of New York

(d) In addition to Criminal Justice or Law degrees, the following areas of study/degree programs will be eligible for education incentive pay:

Associate's and Bachelor's Degrees: Criminology, Forensic Science, Business Administration, Finance, Accounting, Information Technology, Computer Science, Management, Psychology, Sociology, Social Work, Law/Legal Studies, Emergency Management.

Master's Degrees: Criminology, Business Administration, Public Administration

- (e) Other degree programs may be accepted on a case-by-case basis if deemed job-related by the Town Manager and Police Chief. Employees may need to show transcripts and coursework completed for degrees in order to have degree deemed job-related.
- (f) Education Incentive pay shall be included in base pay for the purposes of computing overtime/court-time pay, sick pay, injured pay, holiday pay, vacation pay, or any other form of paid leave.

9. Amend Article 15 Vacation Leave:

ARTICLE 15
VACATION LEAVE

Section 1. Vacation

(a) Employees will be credited with vacation leave on the first day of the **fiscal calendar** year for use during that **calendar** year. Employees who are on unpaid leave status shall have their vacation adjusted in accordance with Article 7, Leaves of Absence.

(b) Vacation Leave will be granted as follows:

Length of <u>Continuous Service</u>	Vacation Leave Allowance <u>As of July January 1</u>
Less than Five Years:	14 Days
Five to Ten Years	21 Days
Ten or More Years	28 Days

(c) Transition Year Rate Vacation leave allowance rates will be adjusted on the first day of the **fiscal calendar** year in which an employee will be eligible for additional vacation leave.

(d) Vacation Carry Over Employees shall not be allowed to carry unused vacation from one **fiscal calendar**-year to the next.

(e) Employee Termination When employment is terminated for any reason, the employee shall be entitled to receive payment for that portion of his/her vacation accumulation not yet taken for the current **fiscal calendar** year, subject to adjustment in accordance with Article 7, Leaves of Absence.

(f) New Employees New employees 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 full **fiscal calendar** year.

Section 2. Vacation Buyback Effective July 1, 2015, upon the request of any employee who has twenty (20) or more years of service, the Town shall buy back up to five (5) days of accumulated, unused vacation leave annually. Eligible employees wishing to have vacation leave bought back in any year shall so advise the Chief of Police and the Director of Human Resources in writing by **June 30th** ~~December 31st~~ of the prior year for the next succeeding year and the Town shall pay out the vacation leave by **July** ~~January~~ 31st of said next succeeding year. The determination as to whether payments for the buyback of vacation leave under this provision shall be considered regular compensation shall be made pursuant to M.G.L. Chapter 32 and associated regulations.

NOTE: The provisions of this section will become effective July 1, 2023. Members of the bargaining unit will be credited with one half of their vacation allocation as of January 1, 2023, and a full amount on July 1, 2023. Vacation granted on January 1, 2023, may be carried forward in addition to the annual allotment granted on July 1, 2023, through June 30, 2024.

Town of Needham

MBLOO Cuy
[Signature]
[Signature]
[Signature]

Date: 4-26-2022

[Signature]
Town Manager/Date 4-27-2022

Police Superior Officers Association

[Signature]
John M. Galt

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