

**Memorandum of Agreement
Fiscal Year 2020**

Agreement is hereby made this 24th day of March, 2020 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 Union, which by its terms is in effect through June 30, 2019, remain in full force and effect.

1. The term of the Agreement shall be July 1, 2019 through June 30, 2020.
2. All Base Wages contained in Article 23 shall be increased by 2% effective July 1, 2019 and 1% effective January 1, 2020.
3. Change the term "Board of Selectmen" to "Select Board" wherever it occurs, and update time-dated language.
4. Article 2, Union Security will be amended as follows:

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.

Section 1. Dues Deduction and Agency Fee

- (a) The Town agrees that employees who are members of the Police Union on the effective date of this agreement and those employees who become members after that date shall, as a condition of employment, maintain their membership in the Police Union for the duration of this agreement to the extent of paying an initiation fee and membership dues uniformly required as a condition of acquiring or retaining membership in the Police Union, whenever employed under the terms of this agreement.
- ~~(b) New employees who do not elect to become members of the Police Union on or after thirty one (31) days following their date of hire or following the effective date of this agreement, whichever occurs later, shall, as a condition of employment, pay to the Police Union an agency fee equal to the regular monthly Police Union Dues, in recognition of the services performed by the Police Union in administering the Labor Agreement between the Parties. Such employees may execute an Authorization for payroll deduction, as set forth under Section 3 of this Article, and the appropriate amount shall be deducted from their earned wages whenever employed under the terms of this agreement.~~
- ~~(c) Permanent employees who were Union members as of the effective date of this Agreement but who have since terminated or may in the future terminate their Union membership and continue in the employ of the Town in the Bargaining~~

~~Unit, will be required to pay to the Union directly or authorize deduction of said agency fee.~~

~~(d) Any employee who is required to pay or authorize payroll deductions for an agency fee and who fails to do so, will be discharged at the request of the Union, which request shall be in writing, to the Town Manager, and shall state the reasons therefore.~~

(e)(b) Employees shall have fulfilled the obligations provided for in this Article by offering or tendering to the Police Union the initiation fee and membership dues uniformly required of members of the Police Union. The provisions of the Article shall not apply to any employee whose membership in the Police Union has been terminated for reasons other than his/her failure to offer or tender the initiation fee and membership dues uniformly required of members of the Police Union.

Section 2. Dues Collection

(a) 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 periodic Police Union membership dues required as a condition of acquiring or retaining membership in the Union of those employees who individually authorize such deductions in writing on the form attached hereto, made a part hereof, in Section 3 . The Town will remit all sums deducted under such deduction authorization to the Treasurer of the Police Union together with a list of the employees from whom such dues have been deducted.

(b) The Police 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.

(c) The Police Union shall provide the Treasurer of the Town of Needham with a bond as required by Chapter 180, Section 17A of the General Laws of the Commonwealth of Massachusetts.

Section 3. Authorization for Payroll Deductions

AUTHORIZATION FOR PAYROLL DEDUCTIONS

By: _____
(Name of Employee)

To: TOWN OF NEEDHAM
(Name of Employer)

Effective _____ I hereby request and authorize you to deduct from my earnings each _____ the amount of \$ _____. This amount shall be paid to the Treasurer of the Needham Police Union and represents payment of my Union Dues or Agency Fee (circle one). These deductions may be terminated by me giving you sixty (60) days written notice in advance or upon termination of my employment.

(Employee's Signature)

(Employee's Address)

5. Article 16 Clothing shall be amended as follows:

The following Section shall only be applicable July 1, 2015 through June 30, 2016:

- (a) ~~Each member of the bargaining unit shall be provided with an appropriate uniform as determined by the Chief at the inception of his/her initial employment. Thereafter, each member of the bargaining unit shall be provided with a uniform allowance in the amount of \$1,300. Said allowance for the purchase of authorized uniforms and equipment and the cleaning of uniforms to be worn on duty as a Needham Police Officer, will be considered salary and shall be paid weekly. It is understood that payment of the clothing allowance and cleaning allowance in the form of salary will not relieve members of the bargaining unit from their responsibility of being presentable and properly equipped at all times as determined by the Chief or a designee.~~

6. Article 23 Wages Section 17 shall be amended as follows:

Section 17. Defibrillation Differential ~~A differential of 1% of annual base pay will be paid weekly for certification in defibrillation. Effective July 1, 2016 the 1% differential for certification in defibrillation will be increased to 2% and incorporated in the base pay. Effective June 30, 2019~~ **It is understood that** the differential for certification in defibrillation has been ~~previously~~ incorporated into base pay. ~~will be increased to 3%.~~ Certification in defibrillation is mandatory and is considered a condition of employment.

7. Article 17 Special Departmental Assignments and Other Details shall be amended as follows:

Section 6. Private Detail Rates

Basic Rate \$48 **\$51.50**

Strike Rate 1.5 times the basic rate

Section 9. Town Detail Rates Details worked for the Town of Needham shall be paid according to the following schedule:

Basic Rate \$41 **\$44.50**

11. Article 30, Miscellaneous Provisions, shall be amended as follows:

Section 7. Vehicle Use Incorporated herein by reference and considered an integral part thereof is the Town of Needham Vehicle Use Policy dated **October 2, 2013** ~~March 10, 1997~~, amended as follows:

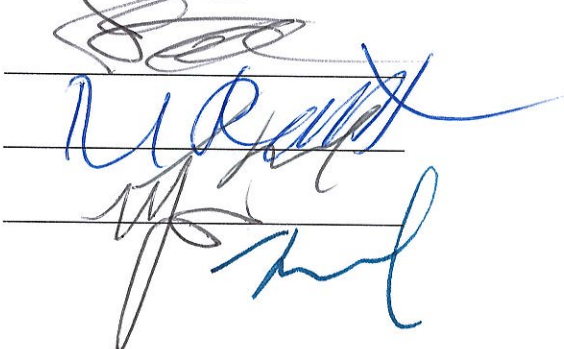
- (a) Section V(B) is amended by striking the words "~~Appointing Authorities~~" and "~~appointing authority/department manager~~" "**Department Manager**" and "**Town Manager**" and inserting in place thereof the words "The Chief of Police or his or her designee."
- (b) Section V(D)(10) is amended by striking the words "~~Town Manager Administrator~~" and inserting in place thereof the words "Officer in Charge."
- (c) Section V(D)(2) is amended by inserting the words "except as otherwise permitted hereunder or in extenuating circumstances." at the end of the last sentence.

Section 8. Drug and Alcohol Testing Policy Incorporated herein by reference and considered an integral part thereof is the Needham Police Department Drug and Alcohol Testing Policy dated **January 19, 2017** ~~July 1, 2003~~; Appendix A


Section 12. Direct Deposit The Town is authorized to require that all members of the bargaining unit participate in the direct deposit program. **The Town is authorized to eliminate the distribution of hard copy advice of deposit notices.**

Section 14. Injury on Duty Policy Incorporated herein by reference and considered an integral part thereof is the **Town of Needham Injury on Duty Policy – Police (#412)** dated November 1, 1994.

Town of Needham




Needham Police Union



Date: 3/24/2020

Date: 3/9/20

Town Manager/Date
 3/24/2020

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