

**Memorandum of Agreement
Fiscal Year 2023**

Agreement is hereby made this 11th day of October, by and between the Town of Needham (hereinafter the "Town") and the Needham Building Custodian and Tradesman Independent Association represented by the Massachusetts Laborers District Council, (hereinafter the "Union"). Except as expressly set forth herein, all provisions of the collective bargaining agreement between the Town and the Union, which by their terms are 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, 2023.
2. The base wages shall be amended as follows:

FY2023: Implementation of the Classification and Compensation Plan presented in the report of GovHR dated March 30, 2022.

3. Amend Article 24 Classification Plan and Pay Rates by inserting a new Section 11 as follows:

Section 11 – Critical Title Retention and Recruitment Payment

- a. The Town Manager may declare certain positions as critical recruitment and retention titles for a given year.
- b. A one-time payment may be paid out to employees in critical recruitment and retention titles for that year.
- c. The determination as to whether to declare a title as a critical recruitment or retention title is the sole prerogative of the Town Manager and shall not be grievable.

4. Amend Article 27 Miscellaneous Provisions by deleting subsection (a) of Section 7 Light Duty and inserting a new subsection as follows:

- (a) 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.

5. Amend Section 1 of Article 9/Holidays as follows

<i>New Year's Day</i>	<i>Columbus Day/Indigenous Peoples Day (Schools)</i>
Martin Luther King, Jr. Day	Veterans Day
Presidents' Day	Thanksgiving Day
Patriots' Day	Day after Thanksgiving
Memorial Day	Independence Day
Juneteenth	Christmas Day
Labor Day	

6. Amend Article 8/Hours of Work and Overtime Section 3 Work Schedules by inserting a new section (h) as follows:
 - (h) The Director of Public Works/designee may authorize a flexible work schedule for Trades staff subject the following conditions:
 1. The employee can accomplish all required duties during the adjusted hours without detrimental impact on the productivity of the Division.
 2. Clear work objectives and tasks are set.
 3. The employee has demonstrated the ability to work productively without direct supervision.
 4. 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 two months and may be rescinded if it no longer meets the operational needs of the Division.
 5. 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.
 6. Employees will not receive night differential pay if their flexible schedule shift begins before 12:00 p.m.

7. Amend Article 15/Military Leave, Section 1 Reserve Service by deleting the sum "17" and inserting the sum "40."

8. Amend Article 12 Non-Occupational Sick Leave Section 2(a)(2) 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."

9. The Town will recommend that the skilled trades positions (Plumber, Electrician, Carpenter, HVAC Technician) be reclassified to Grade 7.

10. Amend Article 24 by inserting anew Section 11 as follows: "**Section 11 – License Stipend** Employees who maintain any of the below licensure will receive an annual stipend, paid weekly, in the corresponding amount below. Employees may only be permitted to receive a stipend for one license at any time.
 - Construction Supervisor’s License - \$3,500
 - Journeyman Plumber’s License - \$3,500
 - Master Plumber’s License - \$3,500
 - Journeyman Electrician’s License - \$3,500
 - Master Electrician’s License - \$3,500
 - Refrigerant Technician License or Boiler Operator’s license or Oil Burner’s License or Sheet Metal License - \$3,500

11. Amend Article 24 by inserting a new Section 12 as follows: "**Section 12 – Special Senior Custodian Stipend:** Employees classified as "Senior Custodian 2" as of the signing of this Agreement and night senior custodians working in large facilities with

contract cleaning services and/or as determined by the Director of Public Works will receive an annual stipend in the amount of \$1,000 paid weekly.”

12. Amend Article 24 Section 10 Merit by inserting a new section (f) as follows: At the request of the Union, the Human Resources Department will provide the Union with a report of Merit awards granted under this section.
13. Amend Article 24, Section 2 Night Differential by deleting the words “\$0.80 per hour (\$1.00 effective January 1, 2019)” and inserting the words: “\$1.25 per hour.”

For the Town

M. Buckley

MM

Cheryl S. Sweeney

[Signature]

Heidi L. O'Neil

Date: 10/11/2022

[Signature]
Town Manager/Date

For the Union

Angel Lopez

[Signature]

[Signature]

Heidi L. O'Neil

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.