

**Agreement
Between the
Town of Needham
and the
Needham Firefighters Local 1706 for Unit A**

July 1, 2012 through June 30, 2013

and

July 1, 2013 through June 30, 2016

**TABLE OF CONTENTS -- FIRE UNIT A FY 2012 -- FY 2013
and FY 2013 -- FY 2016**

ARTICLE	TITLE	PAGE
1	Recognition, Persons Covered by this Agreement	3
2	Union Security -- Dues Deductions	4
3	Management Rights	5
4	Duties -- Firefighters	6
5	Appointments and Promotions	11
6	Hours of Work and Overtime	11
7	Detail Assignments	14
8	Manpower	15
9	Holidays	16
10	Injury on Duty	17
11	Temporary Modified Work Program	18
12	Vacations	19
13	Authorized Unpaid Leave of Absence	20
14	Court Leave	21
15	Military Leave	22
16	Non-Occupational Sick Leave	22
17	Bereavement Leave	24
18	Clothing	24
19	No Strike Clause	25
20	Stability of Agreement	25
21	Settlement of Grievances	25
22	Discipline or Discharge	28
23	Separability and Subordination to Existing Law	28
24	Effect of Agreement	28
25	Wages	29
26	Educational Incentive Compensation	34
27	Indemnification	36
28	Indemnification of Retired Firefighters	37
29	Duration of Contract	38
30	Miscellaneous Provisions	38

THIS AGREEMENT made and entered into as of this 1st day of July, 2012 by and between the Town of Needham (hereinafter called the "Town"), acting by and through its duly designated representatives, and Needham Firefighters Local No. 1706, Unit A, affiliated with International Association of Firefighters, AFL-CIO (hereinafter called "Local 1706, Unit A"), under and pursuant to the provisions of Massachusetts General Laws, Chapter 150E, as amended.

PREAMBLE

WHEREAS Chapter 150E of the General Laws, as amended, grants to municipal employees the right to bargain collectively with the Town through representatives of their own choice; and

WHEREAS by virtue of a decision of the Massachusetts Labor Relations Commission dated November 3, 1967, an election held on November 15, 1967, pursuant to said decision, Local No. 1706, was duly certified as the exclusive bargaining agent for all employees in Unit A; and

WHEREAS the parties did enter into an Agreement dated 24th of February 1970, and by this agreement desire to establish a state of amicable understanding, cooperation and harmony consistent with the obligation of the Town to protect the safety and welfare of all its inhabitants.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto mutually covenant and agree as follows:

ARTICLE 1

RECOGNITION, PERSONS COVERED BY THIS AGREEMENT

Pursuant to the certification by the Massachusetts Labor Relations Commission dated November 22, 1967, the Town recognizes Local 1706 as the sole and exclusive bargaining agent for Unit A (Firefighters, Lieutenants, and Captains) of the Needham Fire Department Personnel for the purpose of collective bargaining with a view toward reaching a mutual understanding and agreement relative to questions of wages, hours, and other conditions of employment.

All other municipal employees of the Town of Needham are excluded from the terms and provisions of this Agreement.

It is understood and agreed between the parties hereto that the provisions of this Article shall be subject to any changes in the structure of composition of the employee unit as may at any time be made by decision of a court of competent jurisdiction, by legislation, or by decision of an appropriate commission or other agency of the Commonwealth of Massachusetts.

ARTICLE 2
UNION SECURITY - DUES DEDUCTION

Section 1. The Town agrees not to discharge or discriminate in any way against employees covered by this Agreement on account of Union membership or lawful Union activities. Representation by Local 1706 in the capacity of bargaining agent should be available to all firefighters in Unit A covered by this Agreement who are eligible for membership.

Effective as of March 8, 1978, employees covered by this Agreement who are not members of the Union shall be required, as a condition of continued employment, to pay to the Union an agency service fee as authorized by Sections 12 of the Massachusetts General Laws, Chapter 150E, as amended, and 17G of the Massachusetts General Laws, Chapter 180.

Section 2.

- (a) The Town agrees that through its duly authorized representative in accordance with the provisions of Chapter 180, Section 17A of the General Laws of Massachusetts, as amended, it will request the Town Treasurer to deduct membership dues from the salaries of firefighters who have voluntarily submitted a written authorization in the form set forth below and all other conditions have been complied with as prescribed by said Section 17A.
- (b) The Town agrees that through its duly authorized representative in accordance with the provisions of Chapter 150E, Section 17G of Massachusetts General Laws, it will request the Town Treasurer to deduct the agency service fee referred to in Section 1 of this Article from the salaries of firefighters who have voluntarily submitted a written authorization which conforms to the requirements and conditions prescribed by Section 17G of Chapter 150E.
- (c) Dues or agency service fees, as aforesaid, will be deducted in equal monthly payments. No such monthly deduction shall be required prior to thirty (30) days from the date of receipt of the appropriate authorization forms as provided for in the preceding paragraphs (a) and (b) of this Section 2. For this purpose any authorization heretofore furnished the Town shall meet this requirement until revoked in writing.

The amount so deducted will be remitted in accordance with such authorization to Local 1706, provided that the Town shall be under no obligation to make any such deduction after the termination of the term of this Agreement or after the receipt of a revocation, in accordance with the terms thereof.

- (d) Local 1706 shall indemnify and save the Town harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Town in reliance upon documents or cards or other information furnished to the Town by Local 1706 in complying with any of the

provisions of this Article. Further, the Town shall incur no liability for loss of dues monies after the Union receives said monies in person from the Town Treasurer.

- (e) Dues Authorization Card.

Dues Authorization Card

TO: Town of Needham
Town Treasurer
Needham, Massachusetts

I hereby request and authorize the Town Treasurer to deduct from my earning and transmit to Local 1706 an amount sufficient to provide for the regular payment of monthly membership dues as certified by Local 1706.

This authorization shall remain in effect (1) until the termination of the Agreement between the Town and Local 1706 for such deductions or, (2) my written revocation of this authorization, which shall become effective 30 days after receipt of such revocation by the Town Treasurer.

I hereby waive all rights and claim for said monies so deducted and transmitted in accordance with this authorization, and relieve the Town and all of its officers and agents from any liability therefore.

Date _____
Signature _____
Address _____

Section 3. Local 1706 or its duly authorized representative will certify to the Town Treasurer in writing the current monthly rate of its membership dues. Local 1706 further agrees that it will notify the Town Treasurer in writing of any changes in the monthly rate of its membership dues at least 60 days prior to the effective date of such change.

ARTICLE 3
MANAGEMENT RIGHTS

The Town, the Board of Selectmen, the Town Manager and the Fire Chief respectively reserve and retain all powers, authority and prerogatives not expressly abridged, abrogated or modified by this Agreement. Unless this Agreement expressly makes provisions to the contrary, neither the Town nor the Selectmen nor the Town Manager nor the Fire Chief shall be deemed to be limited in any way by this Agreement in the exercise of the regular and customary function of municipal management.

ARTICLE 4
DUTIES - FIREFIGHTERS

Section 1. Under the supervision and control of the Chief, the Deputy Chief, Captain, or the Lieutenant on watch, to serve during an assigned shift as a member of a firefighting company; to keep in readiness to respond to fire alarms; to attend fires and assist as directed in extinguishing them and in saving lives and property; and to perform other work as required.

Section 2. Work which would normally be performed by a carpenter, plumber, electrician, painter or work involving the repair of radio equipment will be performed by employees covered by this Agreement on a voluntary basis.

Section 3.

- (a) It is agreed that effective with the Town's acquisition of its ambulance, the employees of the Fire Department will operate an ambulance for emergency purposes only.
- (b) The Town shall equalize as nearly as possible, the number of EMT's assigned to each group.
- (c) Two of the members of the bargaining unit shall be designated by the Fire Chief to be EMS Coordinators for the department. They shall, under the direction of the Chief, arrange for in-service training, certification, recertification, dissemination of information concerning operation of the ambulance, maintain and certify training records. A member of the bargaining unit, elected by the Union, shall serve as an Emergency Medical Service Liaison as established in the Town of Needham Municipal Emergency Medical Service Operational Manual.
- (d) Newly hired firefighters shall be assigned to a training facility, i.e., Mass. Fire Academy, Boston Fire Academy, or a similar facility, mutually agreed upon by both parties, prior to beginning a regular scheduled shift, and shall not be assigned overtime duty until completion of their training.

Section 4. All firefighters appointed after July 1, 1991 must sign the Condition of Continuing Employment Agreement which requires that EMT certification be obtained during the applicable probationary period, and must be maintained for seven (7) years after certification or appointment, whichever is later. Failure to sign or comply with the Agreement shall be just cause for discharge.

Condition of Continuing Employment Agreement

I understand that as a Needham firefighter I will also be performing the duties of an Emergency Medical Technician (EMT). I will be obliged to take all courses and training which will certify me as an Emergency Medical Technician "A", and to maintain such certification for seven years as a condition of continued employment.

Initial certification as an Emergency Medical Technician "A" must be successfully completed one month prior to the completion of my probationary period. I understand that if I have not successfully completed the course by this time, or if I fail to maintain such certification for seven years after certification or appointment, whichever is later, I may be terminated from my position with the Needham Fire Department. I understand that in extenuating circumstances the Fire Chief, at his/her sole discretion, may release an employee from his/her obligation to retain the EMT certification, or may extend the time frame for successful completion of the EMT Certification. The decision of the Fire Chief may be grievable only to the Town Manager and shall not be subject to arbitration.

Employee's Name

Date

Employee's Signature

Section 5. When the Town implements civilian and/or joint Police/Fire dispatching, it may do so subject to the following:

- (a) The Town will not implement any changes to the dispatching system until the implementation of Enhanced 911 in the Town of Needham.
- (b) No one who is a member of bargaining unit A or C on July 1, 1995 will be laid off while a civilian or joint dispatcher is retained.
- (c) Upon implementation of civilian and/or Police/Fire dispatching, the Town will provide each member of bargaining units A and C with a \$100.00 annual payment effective the first day of the fiscal year in which the implementation takes place.

Section 6. The Town agrees to upgrade to the Advanced Life Support level of Emergency Medical Services subject to the following conditions:

- (a) If, in the discretion of the town, the ALS program, or the implementation of the ALS program, shall result in a situation in which the net increase in costs associated with ALS is not offset by a net increase in revenue associated with ALS, or shall be deemed otherwise not financially feasible, the Town may unilaterally discontinue the ALS program or program implementation, which decision shall not be grievable. If such determination is made, tuition, overtime coverage, and incentive bonus payments for employees not yet enrolled in a certification course shall not be paid. In addition, the paramedic differential and EMT-I differential shall no longer be paid. The Town will continue to pay the defibrillation differential to those Firefighters who maintain their defibrillation certification, regardless of the Town's ALS status.
- (b) The Town shall have the discretion to determine the appropriate number of Paramedics necessary for the operation of the Emergency Medical Service. Sixteen (16) Firefighters who are members of the bargaining unit as of July 1, 1997 shall be

entitled to receive the paramedic differential after the appropriate certification is received. Any addition to the Paramedic complement of 16 must be authorized in advance by the Town Manager.

- (c) The Town shall have the discretion to determine the appropriate number of EMT-I's necessary for the operation of the Emergency Medical Service. Four (4) Firefighters who are members of the bargaining unit as of July 1, 1997 shall be entitled to receive the EMT-I differential after the appropriate certification is received. Any addition to the EMT-I complement of 4 must be authorized in advance by the Town Manager.
- (d) Employees who receive tuition and/or the Paramedic Certification Incentive Payment will be required to sign a Condition of Continuing Employment Agreement stating that the Paramedic Certification or EMT-I certification will be maintained and the employee will perform Paramedic or EMT-I work for seven (7) years after certification. Any firefighter who fails to sign or comply with the Agreement will be required to reimburse the Town in an amount equal to the tuition paid on his or her behalf for the Paramedic or EMT-I Certification, in accordance with the following schedule. Re-payment shall be made in the amount of \$100 per month.

<u>Certification Maintenance</u>	<u>Tuition Obligation</u>
Certification maintained for less than 1 year	100%
Certification maintained for 1 year but less than 2 years	90%
Certification maintained for 2 years but less than 3 years	80%
Certification maintained for 3 years but less than 4 years	70%
Certification maintained for 4 years but less than 5 years	60%
Certification maintained for 5 years but less than 6 years	50%
Certification maintained for 6 years but less than 7 years	40%

Condition of Continuing Employment Agreement

I understand that as a Needham Firefighter I will also be performing the duties of a Paramedic or EMT-I. I will be obliged to take all courses and training which will keep me certified as a Paramedic or EMT-I, and to maintain such certification for seven years as a condition of continuing employment. I understand that if I fail to maintain my certification as a Paramedic or EMT-I for seven years after certification, I will be required to reimburse the Town of Needham for the tuition paid on my behalf for the Paramedic or EMT-I Certification in accordance with the schedule set forth below in the amount of \$100 per month. I understand that in extenuating circumstances, the Fire Chief, at his or her sole discretion, may release an employee from his or her obligation to retain the Paramedic or EMT-I certification. The decision of the Fire Chief may be grievable only to the Town Manager and shall not be subject to arbitration.

<u>Certification Maintenance</u>	<u>Tuition Obligation</u>
Certification maintained for less than 1 year	100%
Certification maintained for 1 year but less than 2 years	90%
Certification maintained for 2 years but less than 3 years	80%
Certification maintained for 3 years but less than 4 years	70%
Certification maintained for 4 years but less than 5 years	60%
Certification maintained for 5 years but less than 6 years	50%
Certification maintained for 6 years but less than 7 years	40%

Employee's Name	Date
Employee's Signature	Program (Paramedic or EMT-I)

(e) The Fire Chief shall have the right to transfer Paramedics and EMT-I's from one group to another in order to equally balance out the number of Paramedics or EMT-I's per group.

(f) Notwithstanding any rights already retained by the Town, the Town of Needham may hire future firefighter/Paramedics from the "Paramedic Selective Certification" subject to Civil Service regulations.

(g) Paramedic Certification

1. Notwithstanding the fact that the Paramedic Certification process is completely voluntary, and is not considered to be work time, the Town has agreed to compensate employees for the classroom portion of the program.
2. For Paramedic candidates attending classroom training off-duty, overtime will be paid to the candidate. For Paramedic candidates attending classroom training on-duty, overtime will be paid to the candidate's replacement, such coverage to include a sufficient number of hours travel time for the candidate to reach the training facility. No more than 536 hours of classroom time required for each Paramedic certification will be covered at the overtime rate, unless approved in advance by The Town Manager.
3. Each hour of non-classroom time required for Paramedic Certification (approximately 650 hours) will be considered off-duty time. No overtime compensation will be paid by the Town for this portion of the training.

(h) EMT-I Certification

1. For EMT-I candidates attending classroom or hospital training off-duty, overtime will be paid to the candidate. For EMT-I candidates attending classroom or hospital training on-duty, overtime will be paid to the candidate's replacement, such coverage to include a sufficient number of

hours of travel time for the candidate to reach the training facility. No more than 170 hours of classroom or hospital time required for each EMT-I certification will be covered at the overtime rate, unless approved in advance by The Town Manager.

2. No overtime compensation will be paid by the Town for the ambulance hours requirement required for EMT-I Certification (approximately 100 hours).

(i) In consideration therefore, the Town agrees to provide:

1. For certification in Defibrillation, a differential pursuant to Article 25 will be paid.
2. For certification as a Paramedic, a differential pursuant to Article 25 will be paid
3. For certification as an EMT-I, a differential pursuant to Article 25 will be paid when 16 Paramedics have been certified or are enrolled in the certification program. It is agreed that a total of four members of the bargaining unit will be eligible for participation in the ALS training program for Paramedic or EMT-I certification in each of fiscal year 2002 and fiscal year 2003. Priority will be given to candidates enrolled in a Paramedic-level program. Members of the bargaining unit interested in participating in either the Paramedic or EMT-I certification program will be notified to express their interest to the Chief or his or her designee by July 30 of each fiscal year. This will permit the Chief to determine the number of EMT-I candidates eligible for participation for that fiscal year.
4. Notwithstanding the voluntary nature of the program, the Town will pay Paramedic Training Completion Incentive Pay in the form of a one time payment of \$5,000 upon achievement of Paramedic Certification for the initial 16 paramedics. (Article 25 Unit A)
5. Notwithstanding the voluntary nature of the Paramedic Certification program, the Town will pay Tuition for Paramedic Certification in the amount of \$6,000 per employee (or an additional amount if approved in advance by the Town Manager).
6. Tuition for EMT-I certification in the amount of \$1,200 per employee (or an additional amount if approved in advance by the Town Manager) shall be provided for no more than four (4) EMT-I candidates when 16 Paramedics have been certified or are enrolled in the certification program.

(j) The Town and the Union agree to make every effort to maintain the number of paramedics on duty at any time to be consistent with regulations promulgated by the Commonwealth of Massachusetts Office of Emergency Medical Services (OEMS) as

of July 1, 2003. These efforts may include the following as necessary to maintain Advanced Life Support (ALS) service: to require paramedic for paramedic overtime coverage for vacation, sick, personal and other leave categories; to limit swaps requested by paramedics to other paramedics; to limit the number of paramedics on vacation at any time; and to hold-over or call-back paramedics to ensure that the requisite number of paramedics are on duty at all times. These practices will be used on an as-needed basis and shall not be construed for permanent policy changes. Any paramedic called for overtime coverage out of his or her normal rotation will be skipped when his or her name next appears on the normal rotation.

- (k) Firefighter/Paramedics who subsequent to the completion of seven years of service with the Town, who choose (on a seniority basis) to be removed from the ambulance rotation, may do so at any time and will be paid EMS benefits no higher than those which are paid to the Firefighter/EMT level. However, Firefighter/Paramedics who choose this option must wait until the Town decides to fill the opening with a new Firefighter/Paramedic, or the expiration of three years, which ever occurs first, before they will be removed from the rotation. Firefighter/Paramedics who are re-assigned from ambulance duty, or who are promoted in rank and thereby removed from the ambulance rotation, and who remain certified, will receive paramedic pay (4.5%) but not the ambulance rotation component (2%).

ARTICLE 5

APPOINTMENTS AND PROMOTIONS

Section 1: The Town agrees to appoint and to promote in accordance with the Civil Service law and rules.

ARTICLE 6

HOURS OF WORK AND OVERTIME

Section 1.

- (a) The average regular work week over an eight week cycle as established by the Fire Chief for all employees covered by this agreement shall be 42 hours. The regular work schedule shall consist of one twenty-four hour shift commencing at 8:00 a.m. and concluding at 8:00 a.m. the following day. The regular work week shall consist of one (1) 24 hour period on duty followed by three (3) 24 hour days off duty.
- (b) The applicable provisions of Chapter 48, Section 58C of the General Laws of Massachusetts, as amended, shall apply to hours of duty in excess of the average regular work week. The Fire Chief shall be solely responsible for determining whether an employee is given time off or such employee is paid for such period of overtime duty as provided in Section 58C.

- (c) It is understood that the conversion to the "twenty-four hour shift" shall not apply to the Deputy Chief of Operations, the designated Fire Inspectors, or firefighters assigned to temporary modified work programs in accordance with Article 11, Section 5 of this Agreement.
- (d)
1. The twenty-four hour shift shall retain all aspects of the current 10 and 14 hour schedule so that current practices with regard to leave time remain intact. The terms "shift," "tour," and "day" as appearing in this Agreement are synonymous and shall continue to mean one (1) 10 hour day or one (1) 14 hour night and not the full 24 hour period unless specifically indicated as such.
 2. Vacation An employee will be charged 10 hours for a day tour (8:00 a.m. to 6:00 p.m.) and 14 hours for the night tour (6:00 p.m. to 8:00 a.m.) in accordance with the provisions of Article 12.
 3. Sick Leave An employee will be charged one "tour" for each day or night absent due to illness in accordance with the provisions of Article 16.
 4. Personal Leave An employee will be charged one day or one night, as appropriate in accordance with the provisions of Article 13.
 5. Union Business An employee will be charged one day or one night, as appropriate in accordance with the provisions of Article 13.
- (e) Nothing shall prohibit the Fire Chief from conducting training sessions for employees in the evening and/or on weekend hours.
- (f) The 24 hour shift shall not serve to increase or decrease the benefit level of any section of the contract not specifically enumerated herein.

Section 2. Hourly overtime rate of pay is figured by taking actual rate of pay in classification, dividing it by numbers of weeks in the year (52), dividing answer to above by number of hours in average work week (42) for Fire Department, and then multiplying previous figure by one and a half.

Section 3. Substitutions Uniformed members of Fire Department shall be permitted to substitute or exchange time with members of equal rank within department subject to approval of the Chief, or Deputy Chief. Request for substitutions shall be in writing and shall set forth time when the substitutions will be adjusted. Time must be adjusted within 60 days.

Section 4. The payroll week shall consist of any 7 consecutive days used by the Town for payroll purposes.

Section 5. An employee called back to work shall be guaranteed a minimum of four (4) hours work at time and one-half. This guarantee of four (4) hours shall not apply if an employee is called to work within the four (4) hour period immediately prior to the regular starting time of his/her shift.

Section 6. The present practice of allowing employees a "meal hour" when assigned to work a consecutive shift shall continue, except that said meal hour shall be compensated at the same overtime rate of pay (time and one-half) as each other hour of said consecutive shift, however, effective upon the issuance of the arbitration award in Case No. PF 20-1976 the following policy shall apply:

In the case of a firefighter working consecutive shifts, such firefighter shall be given the option of (a) remaining at work in the fire station for one (1) hour at the break in the shift and being paid at time and one-half for that hour, as well as for the other hours of the additional shift, or (b) taking the hour as a meal period during which time he/she is free to leave the station and for which he/she will not be paid.

Section 7. Work Schedules for Fire Inspectors

- (a) The work schedules of Fire Inspectors shall be one of the following, and will be arranged such that a Fire Inspector is scheduled to work every day from Monday through Friday:
 - 1. On a two week rotation consisting of Monday through Thursday one week and Wednesday through Friday the next, ten hours per day ("4/3 rotation").
 - 2. On a two week rotation consisting of Monday through Thursday one week and Tuesday through Friday the next, ten hours per day ("4/4 rotation").
- (b) One Fire Inspector shall be "on-call" each week of the year, and in return for remaining available, each Inspector on the "4/4" or the "4/3" schedule shall be paid two and one half (2.5) hours of regular straight time pay each week. Fire Inspectors required to return to work after a completed shift or on a scheduled day off shall be entitled to the four (4) hour call back provisions contained in Article 6, Section 5.
- (c) The on-call pay and overtime shall be paid out of the \$445,000 contractual overtime account.
- (d) The Fire Inspector assignment will first be offered to Firefighters, the selection of which shall be determined by the Fire Chief. In the event that no Firefighter makes an application to serve as a Fire Inspector within 30 days of the posting of the assignment vacancy, the Fire Chief may reassign any or all of the duties of the Fire Inspector to a new employee in Unit B. In such instances, the Fire Chief may assign those portions of the Fire Inspectors' work as cannot appropriately be assigned to Unit B employees to a member or members of Unit A. The Town acknowledges that the Union reserves the right to bargain over the impact of such assignment to Unit A.

Future vacancies in the Fire Inspector assignment will be offered first to Firefighters in Unit A.

ARTICLE 7
DETAIL ASSIGNMENTS

Section 1. Detail assignments outside of the Fire Department consist of those performed for another Town department or private organization or individual.

Section 2. All such detail assignments shall in each instance be offered by the Fire Chief or his or her designee to those who are willing to volunteer and the Fire Chief will endeavor to maintain on an evenly distributed and rotating basis consistent with the right to volunteer concept.

Section 3. It is the policy of the Town to allow additional detail assignments outside of the department to be voluntarily worked as herein authorized, provided that the physical capacity and well being of the individual firefighter, within the judgment of the Fire Chief, is not impaired or such work does not adversely affect the performance capability during regular tours of duty or official duties when assigned by the Chief.

Section 4. In no event shall any additional detail assignments be performed without the prior approval of the Fire Chief or his or her designee in part due to the following:

- (a) It is the duty and responsibility of the Fire Chief to protect the interest of the Town to see that certain risks and liabilities are adequately assumed by appropriate private organizations or individual as determined by the Chief.
- (b) The fiscal responsibility of the Fire Chief and the Finance Department to comply with the provisions of M.G.L. c 44 Section 53C accepted under Article 20 of the 1973 Annual Town Meeting.

Section 5.

Detail Rates shall be paid according the following schedule:

Basic Rate	\$42
EMT Rate	\$43
Basic Sunday/Holiday Rate	\$44
EMT Sunday/Holiday Rate	\$45
Basic Liquor Rate	\$46
EMT Liquor Rate	\$47
Basic Liquor Sunday/Holiday Rate	\$48
EMT Liquor Sunday/Holiday Rate	\$49

The final determination regarding the classification of a detail assignment will be made by the Town.

Section 6. Details worked for the Town of Needham shall be paid according to the following schedule:

Basic Rate	\$40
EMT Rate	\$41
Basic Sunday/Holiday Rate	\$42
EMT Sunday/Holiday Rate	\$43

For the purposes of this section, Town details shall be defined as work performed at the request of and paid for by a Town department, excluding work performed at the request of outside contractors.

Section 7. Administrative Fee The Town of Needham reserves the right to assign an administrative fee to the extent authorized by state law on non-Town details, excluding details worked pursuant to Town contracts.

Section 8. Firefighters working paid details shall be guaranteed a minimum of four (4) hours pay. Firefighters working between four (4) and six (6) hours for Town details shall be paid for a minimum of six (6) hours. Those working between six (6) and eight (8) hours for Town details shall be paid for a minimum of eight (8) hours. Firefighters working non-Town details 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. Those details which last for more than eight (8) hours of continuous duty by the Firefighter shall be paid at an additional half time for all hours or a portion thereof, worked in excess of eight (8) hours.

Section 9. Detail Rate Increases The Union may, with thirty (30) days advance written notice, request to re-open this section of the agreement to negotiate detail rates for fiscal year 2011 and fiscal year 2012. The current dollar differential between the basic rate and the Town rate (\$2) will be maintained in the event that the Union invokes the increase provisions of this section.

ARTICLE 8 **MANPOWER**

Section 1. The Town agrees to appropriate for each fiscal year the sum of \$445,000 for overtime in bargaining Units A and C of Local 1706 IAFF and shall offer workers of Units A and C overtime opportunities in such amount.

In the event that an opportunity is offered and not accepted by members of Local 1706 after reasonable efforts have been made to contact all members, the dollar amount of such opportunity shall be treated as if expended and shall be credited to the Towns obligation hereunder.

In the event that the dollar amount of such overtime opportunities is not offered then the Town shall distribute the amount not offered equally among the members of units "A and C" of Local 1706.

Section 2. Vacancies-Fire Officers Ranks As far as possible the department shall continue to anticipate and plan for filling vacancies in officers' ranks and shall endeavor to have a promotion

list available. The department shall continue to make promotions as soon as practicable after vacancy occurs.

Section 3. Promotion

- (a) All appointments and promotions within the Department through the rank of Captain shall be made as a result of competitive examinations given and granted by the Commonwealth of Massachusetts Human Resources Division.
- (b) The Union agrees that the Town may change its method of selecting candidates for promotion to the rank of Deputy Chief once the list in effect as of September 1, 2000 expires. The determination of the appropriate method of selection shall be the exclusive prerogative of the Town Manager, consistent with State law and the Human Resources Division Rules and Regulations in effect as of September 1, 2000. The Town will notify the Union one year prior to the examination date for the Deputy Chief title if a change will be made to the selection methodology used in the establishment of the previous list, and shall not be required to bargain further over the selection methodology.

Section 4. Overtime as required for a full tour of duty (10 hour day or 14 hour night), shall be Civil Service firefighters and shall be compensated at the statutory overtime rate.

Section 5. Insofar as is practical extra duty shall be assigned on a rotating seniority basis by station consistent with the sound operation of the department. A man/woman shall work extra duty when assigned or may obtain a substitute.

Section 6. In the event that the Fire Chief may have under consideration the transfer of a member or members of the bargaining unit from one station to another he/she will give consideration to any mental or physical problems of the employee being considered for transfer, and will, upon request of the Union, discuss such problems with the Union representatives. It is understood and agreed that final decisions concerning any transfers shall be in the sole discretion of the Fire Chief and such decisions may not be made the subject matter of the grievance or arbitration provisions of this Agreement.

ARTICLE 9
HOLIDAYS

Section 1. The Town recognizes the following holidays for the purpose enumerated below, for all employees covered by this Agreement:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents' Day	Veterans' Day
Patriots' Day	Thanksgiving Day
Memorial Day	Half Holiday the day before Christmas Day
Independence Day	Christmas Day

Section 2. For the purposes of this Article, any of the above mentioned holidays which fall on Sunday shall be deemed to fall on the following Monday, except the day before Christmas, Christmas, and New Year's Day. A holiday shall be deemed to be the 24-hour period from midnight of the day on which the holiday falls.

Section 3. Holiday Pay Members of the bargaining unit shall receive one fourth of a week's pay (10.5 hours) for each of the eleven holidays and 5.25 hours pay for the half holiday the day before Christmas day, to be paid weekly. It is understood that Holiday Pay will not be included in the calculation of overtime.

Section 4. Holiday Premium Any employee covered by this Agreement who is scheduled to work either the 8:00 a.m. to 6:00 p.m. or the 6:00 p.m. to 8:00 a.m. shift on the holiday, and who works such holiday, shall be paid an additional 5.25 hours pay for one of the eleven (11) holidays or 2.625 hours for working the day before Christmas.

Section 5. If an employee assigned to work on a holiday shall not report for duty because of non-occupational illness, he/she shall not be entitled to holiday premium pay.

Section 6. Any member of the bargaining unit who, when on his/her non-scheduled work day, performs overtime work on any of the above holidays shall be entitled to holiday premium for both holiday shifts as well as overtime pay, if applicable.

ARTICLE 10 **INJURY ON DUTY**

When a member of the bargaining unit is incapacitated for duty because of injury or illness sustained in the performance of duty without fault of his/her own, he/she shall be granted leave without loss of pay in accordance with M.G.L. Chapter 41 Section 111F and will be indemnified for reasonable and customary expenses in accordance with M.G.L. Chapter 41 Section 100, subject to the provisions outlined below and pursuant to the Needham Fire Department Injured on Duty Policy.

Section 1. Determination of IOD Status The determination of eligibility for IOD status in accordance with M.G.L. Chapter 41 Section 111F shall be made as promptly as possible after application is made, by the Town Manager or his/her designee. Prior to the approval of eligibility for benefits under this section, the employee may be placed on non-occupational sick leave. If the request for benefits under this section is approved, the period of the non-occupational sick leave shall be converted retroactively to Injured on Duty status.

Section 2. Physical/Psychological Examinations The Town may require an employee who requests benefits under this section to submit to physical or psychological (if psychological injury is claimed) examinations (limited to matters involved in the injury) within 14 calendar days of the request, at the expense of the Town, prior to being placed on IOD status. The results of such examination will be reviewed by the Town Manager or his/her designee as the basis for a determination as to whether or not the employee is entitled to Injured on Duty benefits.

Section 3. Appeals An employee whose claim for benefits under this section is denied by the Town shall have the right to file for arbitration under this Agreement or to file an appeal under the applicable provision of Massachusetts General Law.

Section 4. Accruals During the first two (2) years of employment, employees shall accrue sick leave while on IOD status. After the first two years of employment, employees shall not accrue sick leave for any month in which the employee is on IOD status for the entire calendar month.

Section 5. Medical Case Management Upon application of a firefighter, the Town Manager shall review all requests for indemnification and make payment for reasonable hospital, medical, surgical and other expenses under M.G.L. C. 41, Section 100. If the Town Manager denies an application in whole or in part, it shall set forth in writing its reasons and provide a copy to the applicant. Injured employees will be required to provide medical information release forms (limited to the injury in question) from all relevant medical providers.

Section 6. Injury on Duty Policy Incorporated herein and considered an integral part thereof is the Injury on Duty Management Policy dated May 3, 1995.

Section 7. Members of the bargaining unit who accept benefits under this Article and in accordance with M.G.L. c. 41 Sections 100 and 111F thereby and forever waive a claim for benefits for the same injury in any forum.

ARTICLE 11

TEMPORARY MODIFIED WORK PROGRAM

Section 1. If a physician designated by the Town of Needham determines that a firefighter receiving IOD benefits is eligible for temporary modified work, the Fire Chief may assign that firefighter to a temporary modified work program. Failure of the firefighter to comply with the temporary modified work program may result in suspension of IOD benefits. Disputes with regard to a firefighter's ability to perform temporary modified work will be resolved in accordance with Section E(1)(g) of the Injury on Duty Policy dated May 3, 1995.

Section 2. Upon release to the Town of the medical reports necessary to make a determination of ability to perform temporary modified work, an employee on NOSL may request a temporary modified work assignment. If the employee's physician determines that the employee is eligible for TMWP, the Fire Chief may assign that employee to a temporary modified work program.

Section 3. Temporary modified work duties shall be in the Fire Department and shall include, but not be limited to the following:

- a. information and data gathering;
- b. education (speaking in schools);
- c. canvassing of businesses;

- d. inspecting, provided that such assignment does not displace the Inspectors or affect their overtime opportunities;
- e. computer data entry;
- f. record keeping;
- g. perform watch as assigned;
- h. driving a car;
- i. answering the telephone;
- j. any other task agreed to by the Chief and Local 1706, IAFF.

Section 4. The Fire Chief at his or her sole discretion may limit the number of firefighters on temporary modified work plans at any given time. TMWP shall be reviewed on a periodic basis and notice shall be provided to the firefighter whether or not the TMWP is to continue. In no event will a firefighter be authorized for TMWP in excess of six (6) consecutive months without advance approval of the Town Manager or his or her designee.

Section 5. The Fire Chief may change the work schedule of the firefighter if the work assignment clearly requires an alternative shift schedule. Such work shift shall remain only for the period of the TMWP. Schedules will be developed in order to accommodate the firefighter's need for on-going treatment.

Section 6. Firefighters on TMWP may attend educational and recertification classes that are determined by the Fire Chief to be unlikely to hinder recovery but shall not be eligible for any other overtime or detail assignments except in extraordinary circumstances with the advance approval of the Fire Chief or his or her designee.

ARTICLE 12 **VACATIONS**

Section 1. Scheduling Vacation time may be taken by an employee after 72-hour notice.

Section 2. Eligibility Employees must be on the payroll as of July 1 of any fiscal year in order to be eligible to receive vacation leave allowance credit for the prior fiscal year, except as provided in Section 4.

Section 3. Use and Accumulation The vacation year for all employees shall be the period from July 1 to June 30. Vacation leave allowance must be taken in the vacation year immediately following the one in which it is earned. Vacation leave credit shall not be cumulative from one vacation year to another except when an employee's vacation scheduled for the month immediately preceding the date on which it is due to expire is canceled by the Fire Chief to meet an emergency or offset a critical personnel shortage. In such instances, the amount of such canceled vacation leave may be carried over into the next vacation year.

Section 4. Members of the bargaining unit on approved Injury on Duty status in accordance with Article 10 after March 1st of the fiscal year, and who have been on approved IOD status for more

than thirty (30) days in that fiscal year may have the Town buy back the remainder of their vacation leave, at their regular rate of pay, available as of June 30th of the fiscal year.

Section 5. Employee Termination or Death Whenever employment is terminated through dismissal through no fault on the part of the employee, or by retirement, or by an employee eligible to receive a vested pension from the Needham Retirement System, or by entrance into military service under orders, or by death, the employee shall be paid an amount equal to the vacation as earned and not yet granted in the vacation year prior to such termination. In addition, payments shall be made for that portion of the vacation leave earned in the vacation year during which the termination occurred, up to the time of the employee's separation from the payroll.

Section 6. Amount of Paid Vacation Leave Allowance

- (a) Employees who have been employed for less than twelve (12) months as of July first (1st) shall be granted paid vacation leave allowance at the rate of one shift for each complete calendar month of continuous employment in the prior fiscal year, up to but not exceeding eight (8) shifts.
- (b) Vacation leave allowance shall be granted to eligible employees after one year of continuous service, as follows:

<u>Length of Continuous Service</u>	<u>Vacation Leave Allowance July 1</u>
One (1) Year but less than Five (5) Years	4D 4N
Five (5) Years but less than Twelve (12) Years	6D 6N
Twelve (12) Years but less than Twenty-Two (22) Years	8D 8N
Twenty-Two (22) or more Years	10D 10N

- (c) Granting of the third, fourth, and fifth vacation weeks to eligible employees with the required length of service shall be made as of July 1 of the fiscal year in which the employee's fifth, twelfth or twenty-second anniversary occurs, respectively, for use during that fiscal year.

ARTICLE 13
AUTHORIZED UNPAID LEAVE OF ABSENCE

Section 1. Unpaid Leave of Absence

- (a) At the discretion of the Fire Chief, members of the bargaining unit may be permitted an unpaid leave of absence of up to two weeks duration, upon submission of a written request therefore stating the reason and length of the requested leave.
- (b) Requests for leaves of absence of longer than two weeks duration must be submitted in writing and approved in advance by the Town Manager, as well as the Fire Chief.

- (c) Employees granted leaves of absence in excess of thirty (30) days, will not be eligible to earn vacation, sick or other leave credits for the period of the leave, but may be permitted to continue insurance coverage at the employee's expense. Longevity and leave eligibility dates will be adjusted by the number of days equal to the leave of absence.

Section 2. Personal Business One tour (one day or one night) leave of absence with full pay shall be granted for personal business during any calendar year with written approval of the Fire Chief and shall be requested in writing at least forty-eight (48) hours prior to the date selected.

Section 3. Union Business Upon timely written request, the Town agrees to grant a total of not more than twenty-eight (28) tours (one day or one night) off with pay in each fiscal year for Union business. It is agreed that the Town is not required to cover any union business tours on an overtime basis.

One member of the bargaining unit who is employed by the Town and is elected as an officer of the Professional Firefighters of Massachusetts (PFFM) shall be granted leave without loss of pay (and with full direct and fringe benefit compensation) to conduct the business of the PFFM. The maximum number of tours (one day or one night) to be covered annually shall be ten (10). It is agreed that the Town is not required to cover any PFFM union business tours on an overtime basis.

ARTICLE 14 **COURT LEAVE**

Section 1. Court leave of absence shall be granted to any member of the bargaining unit who (1) is called to serve upon a jury or (2) is summoned to appear in court as a witness or (3) shall request court leave for the purpose of appearing in court as a defendant or litigant. Such leaves shall be granted only for the period of such jury service or for the period during which said employee is required to be in court; and it shall in no way affect the employment rights of said employee.

Section 2. If the jury or witness fees, exclusive of travel allowances, received by said employee for such jury or for service as a witness in court shall be less than the regular rate of compensation received by him/her from the Town, the difference between said fees and said regular rate of compensation shall be paid to such employee by the Town. If the amount of such fees received by such employee shall exceed the regular rate of compensation received by him/her from the Town, no compensation shall be paid to him/her by the Town for the period of his/her jury duty or witness duty; provided, however, that to qualify for any payment by the Town hereunder, the employee aforesaid must furnish the Town Accountant with complete and satisfactory evidence of the jury or witness fees paid. As used in this paragraph, the phrase "regular rate of compensation" shall mean the amount of salary or wages which the Town would pay to such employee for the hours of work which he/she would normally perform during the fiscal time period otherwise consumed by his/her jury or witness service.

Section 3. When court leave is granted to an employee to appear in court as a defendant or litigant, it shall be granted without pay; provided however, that the said employee may, with the approval of the Chief, substitute one day of court leave with pay for one day of vacation leave with pay due to said employee during the year in which such court leave with pay is granted.

ARTICLE 15 **MILITARY LEAVE**

Section 1. Reserve Service An employee who is a member of a state or federal military reserve unit shall be entitled to leave of absence from a permanent position for required military service under orders for a period not to exceed seventeen (17) days per calendar year, up to one normal working week of such leave to be with full regular straight-time pay for normally scheduled work hours.

Section 2. Draft Board Appearances and Physicals Military leave of absence with full regular straight time pay for normally scheduled work hours shall be granted to employees on occasion of their required appearance under orders before armed forces draft boards or for physical examinations by such boards.

Section 3. Active Duty Military leave of absence without pay shall be granted to employees called under orders for active duty with the state or federal armed forces for compulsory service other than the annual routine tour of duty for training purposes.

Section 4. Notification and Approval Requirements Every employee desiring military leave as provided hereunder shall request such leave in writing in advance from the Fire Chief, and such request shall provide written proof from military or selective service officials indicating the date of departure and length of service required.

ARTICLE 16 **NON-OCCUPATIONAL SICK LEAVE**

Section 1. Eligibility Members of the bargaining unit shall be eligible for non-occupational sick leave as provided hereunder.

Section 2. Accrual Members of the bargaining unit shall accrue one and one quarter (1 ¼) tours of non-occupational sick leave for each full calendar month of continuous employment per fiscal year. The aforementioned accruals shall be added to the employee's permanent record of available non-occupational sick leave and referred to as the "non-occupational sick leave bank." For the purposes of sick leave buy back in accordance with Section 7 below, for Units A and C, one sick tour shall be equivalent to 12 hours.

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 represented employees shall be allowed to use up

to three (3) tours of non-occupational sick leave when available per fiscal year for illness of a parent, spouse or child of the employee.

During each fiscal year, there shall be charged to the employee's total non-occupational sick leave bank the total number of tours absent from work because of non-occupational illness. An employee who reports for work and who leaves due to illness prior to 1:00 p.m. will be charged for one day (10 hours) and one night (14 hours). An employee who reports for work and who leaves due to illness after 1:00 p.m. but before 1:00 a.m. will be charged one night (14 hours). An employee who reports for work and who leaves due to illness after 1:00 a.m. will not be charged non-occupational sick leave for the absence

Section 4. Notification Non-occupational sick leave shall commence on the date that notification of the employee's sickness, injury or quarantining is given to the appropriate authority or department head by the employee or the employee's family or physician.

Section 5. Certification of Illness, Injury or Quarantine The Fire Chief shall investigate and ascertain the validity of any request for non-occupational sick leave made by an employee, and shall approve the same if satisfied as to the validity of the request. A physician's certificate may be required by the Chief in any case of non-occupational sick leave.

Section 6. Extended Sick Leave

- (a) When a member of the bargaining unit has exhausted available non-occupational sick leave credits, extended sick leave with pay in excess of earned sick leave may be granted on an individual basis by the Town Manager for up to sixty (60) shifts per fiscal year, upon receipt of a written request for extended sick leave submitted by the Fire Chief, and upon receipt of written confirmation from a practicing physician that the employee is unable to report to work.
- (b) Requests for extended sick leave as provided herein shall not be submitted until the employee has used all available paid leave credit, including vacation leave and personal leave.
- (c) In determining whether to grant extended sick leave, the Town Manager shall take into account the employee's length of continuous employment and absence record. Granting of extended sick leave is subject to availability of appropriation.
- (d) Any granting of extended sick leave shall be made on the terms established by the Town Manager, in his/her sole discretion, as to vacation or other leave eligibility accruals, and the computation of continuous service, during the period of the absence.

Section 7. Non-occupational Sick Leave Buy-Back

- (a) An employee who terminates employment with the Town by retirement or disability shall be entitled to a cash payment upon termination at the employee's current rate of

pay for twenty-five percent (25%) of the non-occupational sick leave credit outstanding after proper adjustments are made for the current fiscal year. The spouse, duly designated beneficiary or legal representative of the estate of an employee whose employment with the Town is terminated by death, shall be entitled to cash payment at the employee's rate at the time of termination for twenty-five percent (25%) of the non-occupational sick leave credit outstanding at the time of termination after proper adjustments are made for the current fiscal year.

- (b) Members of the bargaining unit who have not attained ten years of service with the Town of Needham as of June 30, 2012 shall be subject shall be subject to a 1,440 hour (120 day) cap on the number of sick days to be used in calculating the 25% sick leave buy-back at retirement. The 1,440 cap shall not be construed as limiting the accumulation of non-occupational sick leave.

Section 8. Fitness for Duty Members of the bargaining unit will be required to submit medical verification of their current ability to perform their essential job functions upon return to work following use of sick leave in excess of five (5) consecutive 24 hour shifts, or after hospitalization or surgery.

ARTICLE 17 **BEREAVEMENT LEAVE**

Section 1. Bereavement leave without loss of regular straight-time pay for normally scheduled working hours, not to exceed five (5) consecutive calendar days per occurrence, shall be granted to any employee on account of a death in the immediate family of the employee; immediate family to include spouse, parents, parents of spouse, children, brothers, sisters, grandparents and grandchildren of the employee. Such leave shall be taken either commencing with the death or notification of death, or concluding two calendar days after the funeral, memorial, or other such service, unless an alternate period is approved by the Fire Chief.

Section 2. Bereavement leave of up to one day (one twenty-four hours shift) without loss of regular straight-time pay for normally scheduled working hours may be granted per occurrence for the death of an employee's brother-in-law, sister-in-law, aunt or uncle.

ARTICLE 18 **CLOTHING**

Section 1. Uniforms The following articles of uniforms shall be provided by the Town: hat, blouse, pants, overcoat, black tie, dress shirts, a pair of boots or shoes, work jacket, sweatshirt, two work shirts and two work pants. An employee's request for replacement of any article of uniform damaged or destroyed while on duty will be honored promptly. Employees shall not wear articles of uniform listed above except while on duty or from duty. Replacement of articles of uniform shall be subject to the approval of the Chief.

Section 2. Protective Clothing The following equipment such as helmets, rubber or canvas coats, night hitches, boots or any protective clothing necessary to perform Fire Department work shall be provided by the Town and shall be replaced subject to approval of the Chief.

ARTICLE 19
NO STRIKE CLAUSE

In view of the fact that the International Association of Firefighters, AFL-CIO, and the Needham Firefighters Local 1706, AFL-CIO constitutions prohibit and forbid striking against the public safety, and also that Chapter 150E of the General Laws prohibits such striking, and recognizing that it is unlawful for any employee of Unit A of the Needham Fire Department to engage in, induce or encourage any strike, work stoppage, slowdown or withholding of services, Local 1706 agrees that neither it nor its officers or paid representatives will call, instigate, authorize, sanction or ratify any strike, slowdown, or stoppage of work by employees of Unit A of the Needham Fire Department.

ARTICLE 20
STABILITY OF AGREEMENT

Section 1. No agreement, understanding, alteration or variation of the agreements, terms or provisions herein contained shall bind the parties hereto unless made and executed in writing by the parties hereto.

Section 2. The failure of the Town or Local 1706 to insist in any one or more incidents upon performance of any of the terms or conditions of this Agreement shall not be considered as a waiver or relinquishment of the right of the Town or of Local 1706 to future performance of any such term or conditions, and the obligations of Local 1706 or of the Town to such future performance shall continue in full force and effect.

ARTICLE 21
SETTLEMENT OF GRIEVANCES

Section 1. A grievance is an employee's expressed feeling of dissatisfaction, presented in writing, concerning aspects of his/her employment or working conditions, which has not been resolved to the employee's satisfaction through informal discussion with the Deputy Chief or Chief. Such grievance may relate to the interpretation or application of, or compliance with, any of the provisions of said Agreement. Grievances of the employees shall be advanced to the Town by Local 1706, but nothing in this Article shall prevent individual employees from presenting their own grievances, provided that representatives of Local 1706 are given notice of any grievance meeting between the Town and an individual employee, and an opportunity to attend such meeting, and further provided that any settlement of such individual grievances shall not be inconsistent with the terms of the Agreement.

Section 2. It is anticipated that the Town and Local 1706 will make a sincere effort to reconcile their differences. The following procedures are established for settlement of grievances:

Section 3. The employee's grievance must contain the following information:

- (a) a statement of the grievance which cites that part of the Agreement which has been violated, or the circumstances which gave rise to the grievance;
- (b) a statement of remedial action or relief sought;
- (c) evidence (documentary, if available) to support the grievance; and
- (d) a statement of reasons why the aggrieved believes that the remedy should be granted.

The foregoing statement of grievance content standards shall not prevent Local 1706 from changing its position as to one (1) or more of the elements of grievance content in the course of pursuing the grievance procedures.

Section 4. Step One Any grievance must be presented for informal discussion with the Deputy Chief or Chief within ten (10) business days of the occurrence of the event(s) giving rise to the grievance, or, within ten (10) business days of Local 1706's gaining knowledge of such event(s), whichever is later.

Section 5. Step Two Any grievance left unresolved after a five (5) business day period devoted to such informal discussion may be presented to the Chief in written form within five (5) business days of the termination of the informal discussion period. The Chief must make his/her decision in writing within five (5) business days after receipt of the grievance unless it is agreed by Local 1706 that additional time to answer is allowed. If the grievance is denied by the Chief, the Chief must set forth in writing the reasons for such denial.

Section 6. Step Three Should the grievance remain unsettled, it shall be presented to the Director of Human Resources within ten (10) business days after the decision of the Chief is rendered, otherwise the matter will be considered resolved. The Director of Human Resources shall make his/her decision within fifteen (15) business days after receipt of the grievance unless it is mutually agreed by Local 1706 that additional time to answer is allowed.

Section 7. Step Four

- (a) Should the Union wish to appeal the decision of the Director of Human Resources, it shall present the grievance to the Personnel Board within ten (10) business days after the decision of the Director of Human Resources is rendered, otherwise the matter will be considered resolved. If, after its own investigation, the Personnel Board agrees with the decision of the Director of Human Resources, the Personnel Board will issue a decision.
- (b) If the Personnel Board determines that it will require additional information before issuing a decision, it will convene a meeting of the Joint Resolution Committee

(JRC). The JRC will be comprised of two (2) members of the Personnel Board, two (2) members of the Board of Selectmen and the Town Manager.

- (c) The JRC shall present its findings to the Personnel Board. Three (3) affirmative votes of the JRC will be required to overturn the decision of the Director of Human Resources (Step 3). If the JRC is deadlocked, voting two (2) for and two (2) against the previous ruling, the Personnel Board shall then issue a decision based upon the majority vote of the Personnel Board.
- (d) The Personnel Board will issue a decision within 30 business days of receipt of the grievance by the Director of Human Resources. The time-frames in this section may be extended at the agreement of the parties.

Section 8. Arbitration Should the grievance remain unsettled after the decision of the Personnel Board, Local 1706 may, by giving written notice to the Town Manager, submit the grievance to arbitration. Such notice shall be given within fifteen (15) business days from the date of the decision of the Personnel Board. If such written notice is not given, the grievance shall be deemed to be settled.

- (a) In the event that Local 1706 elects to submit a grievance to arbitration, the arbitrator shall be selected according to, and be governed by, the following procedure: The arbitrator is to be mutually selected by the Town and the Union. If the Town and Local 1706 cannot agree within fifteen (15) business days after the written notice specified above of the intention to arbitrate, then the party demanding arbitration shall, within five (5) business days thereafter, request the American Arbitration Association to provide a panel of arbitrators. Said arbitrators are then to be selected under the provisions of the Voluntary Labor Arbitration Rules.
- (b) The fees of the American Arbitration Association and of the arbitrator and the expenses of any required hearings shall be shared equally by Local 1706 and the Town, but each party shall bear the expenses of its representatives, participants, witnesses and for the preparation and presentation of its own case. The obligation of the Town and its agents under the terms of this section shall be limited to those obligations which the Town and its agents may legally undertake, and in no event shall any present or future member of the Personnel Board or the Town Manager have any personal obligation for payment under the provisions of this contract.
- (c) The arbitrator's award shall be in writing and shall set forth the arbitrator's findings of fact with reasoning and conclusions. The arbitrator shall arrive at his/her decision solely upon the facts, evidence and contentions presented by the parties through the arbitration proceeding. The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement, and in reaching his/her decision shall interpret the Agreement in accordance with the commonly accepted meaning of words used herein and the principle that there are no restrictions intended on the rights or authority of the Town or Fire Chief other than those expressly set forth

herein. The award of the arbitrator shall be final and binding upon the Town, its officers and agents and upon Local 1706 and the employees whom it represents.

- (d) Notwithstanding anything to the contrary, no dispute or controversy shall be the subject of arbitration unless it involves the interpretation or application of provisions of this Agreement. The parties may, by mutual agreement, submit more than one pending grievance to the same arbitrator.

Section 9. Any decision relating to eligibility for non-occupational sick leave, pursuant to the Compensation Adjustment Option program contained in Article 25 shall be at the sole discretion of the Fire Chief and shall not be subject to the grievance procedure contained in this article.

ARTICLE 22 **DISCIPLINE OR DISCHARGE**

Employees shall neither be disciplined nor discharged except for just and sufficient cause.

ARTICLE 23 **SEPARABILITY AND SUBORDINATION TO EXISTING LAW**

Should any of the provisions of the Agreement become doubtful or questionable because of existing federal or state legislation, a Town By-Law, a Civil Service rule or regulation, a decision by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby.

Subject to the provisions of Chapter 150E of the General Laws, nothing in this Agreement shall diminish the authority and power of the Civil Service Commission, any Retirement Board or Personnel Board established by law.

ARTICLE 24 **EFFECT OF AGREEMENT**

- (a) This Agreement contains and constitutes the entire Agreement between the Town and Local 1706 arrived at as a result of collective bargaining. No amendment, extension, or alteration of this Agreement and no other agreement between the parties hereto which is inconsistent with the terms hereof shall be effective or enforceable unless it is in writing and signed by the parties hereto.
- (b) The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Town and Local 1706 for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered by this Agreement.

- (c) The waiver of any breach or condition of this Agreement by either party shall not constitute precedence with respect to future enforcement of all the terms and conditions of this Agreement.
- (d) No provision of this Agreement shall be retroactive prior to the effective date, unless specifically stated herein.
- (e) Where this Agreement requires the appropriation of funds or other vote on the part of the Town to effect the carrying out of any provision hereof, to that extent this Agreement is subject to such action as may be taken by the Town Meeting pertaining to the required appropriation or other vote.

ARTICLE 25
WAGES

Base wages shall be increased by: create Firefighter Step 1, Firefighter Steps 1- 6, 4.5%, and Firefighter Step 6 to 7, 2.5% effective July 1, 2012; all steps 1% Rate Saver Conversion effective January 1, 2013; 5% effective July 1, 2013; 2.5% effective July 1, 2014, 1% effective July 1, 2015, and 1% effective January 1, 2016, and the following shall constitute the official Fire Department Personnel, Unit A, annual rate of compensation

Fire Fighters Unit A Salary Schedule
Effective July 1, 2012; create Firefighter Step 1;
Firefighter Steps 1-6, 4.5%; Firefighter Step 6 to
7, 2.5%

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
F-3						67,109	68,787
F-2				57,460	59,587	61,742	63,285
F-1	41,817	43,699	45,665	47,720	49,868	52,112	53,414

Fire Fighters Unit A Salary Schedule
Effective January 1, 2013; 1% Rate Saver
Conversion

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
F-3						67,780	69,475
F-2				58,034	60,183	62,359	63,918
F-1	42,235	44,136	46,122	48,197	50,366	52,633	53,949

Fire Fighters Unit A Salary Schedule
Effective July 1, 2013; 5% increase

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
F-3						69,418	72,888
F-2				58,871	61,343	63,865	67,059
F-1	42,235	44,347	46,564	48,892	51,337	53,904	56,599

Fire Fighters Unit A Salary Schedule
Effective July 1, 2014; 2.5% increase

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
F-3						71,153	74,711
F-2				60,343	62,876	65,462	68,735
F-1	43,291	45,456	47,728	50,115	52,621	55,252	58,014

Fire Fighters Unit A Salary Schedule
Effective July 1, 2015; 1% increase

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
F-3						71,864	75,458
F-2				60,947	63,505	66,117	69,423
F-1	43,724	45,910	48,206	50,616	53,147	55,804	58,594

Fire Fighters Unit A Salary Schedule
Effective January 1, 2016; 1% increase

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
F-3						72,583	76,212
F-2				61,556	64,140	66,778	70,117
F-1	44,161	46,369	48,688	51,122	53,678	56,362	59,180

Annual Dispatching Payment Upon the implementation of civilian and/or Police/Fire Dispatching, the Town will provide each member of bargaining units A and C with a \$100 annual payment in July of each year.

EMT Differential Effective July 1, 2008 all registered Emergency Medial Technicians (EMT) shall be granted additional compensation of 5% annual base salary to be paid weekly.

Defibrillation Differential Effective July 1, 2011, a differential of 3% of annual base salary will be paid weekly for certification in defibrillation.

Paramedic Differential Effective July 1, 2008 for certification as a Paramedic, a differential of 6.5% of annual base pay will be paid weekly in accordance with the provisions contained in Article 4 Section 6 of this Agreement for those in the ambulance rotation. Paramedics not included in the ambulance rotation will receive 4.5%.

EMT-I Differential For certification as an EMT-I, a differential of 1.5% of annual base pay will be paid weekly when 16 Paramedics have been certified or are enrolled in the certification program, in accordance with the provisions contained in Article 4 Section 6 of this Agreement.

Paramedic Training Completion Incentive Pay The Town will pay Paramedic Training Completion Incentive Pay in the form of a one time payment of \$5,000 upon achievement of Paramedic Certification for the initial 16 paramedics, in accordance with the provisions contained in Article 4 Section 6 of this Agreement.

EMS Administrator The EMS Administrator, when assigned by the Town Manager, shall receive an additional \$1,500 annually to be paid weekly. The two (2) EMS Coordinators, when designated by the Fire Chief, shall receive \$1,500 each annually, to be paid weekly.

Director of Emergency Management Services The Town Manager may annually appoint a member of the bargaining unit to serve as Director of Emergency Management Services. The Director of Emergency Management will be paid a stipend of \$2,000 per year, but will not be eligible to receive this stipend in addition to any other contractual stipend. The stipend and overtime paid to the Director of Emergency Management associated with the Emergency Management program will not be paid out of the \$445,000 contractual overtime appropriation. The Town Manager may rescind this appointment with 30 days' notice (which action shall not be subject to the arbitration provisions of this Agreement) provided that a statement of reasons for such action has been given, and, if requested, a hearing has been held.

Equipment Mechanic Additional \$125.00 per month when assigned to and performing the duties of Equipment Mechanic as designated by the Fire Chief.

Fire Inspector Additional \$100.00 per month when assigned to and performing the duties of Fire Inspector when designated by the Fire Chief. Fire Inspectors on the "4/3" rotation referred to in

Article 6, Section 7(a)1 shall receive an additional \$100 per month when assigned to and performing the duties of Fire Inspector when designated by the Fire Chief. Fire Inspectors on the "4/4" rotation referred to in Article 6, section 7(a)2, shall receive a differential of 10% of base pay, paid weekly, in lieu of the \$100 per month referred to above.

Haz-Mat Response Team Stipend -- The Town will pay an annual stipend in the amount of \$3,000 to the member(s) of either Bargaining Unit A or C who is/are the official member(s) of the Haz-Mat Team and who completes all requirements for such membership in accordance with the rules and regulations issued by the Haz-Mat Policy Board. Payment will be made after certification of training has been received by the Town, and will not be paid in the event that the State fails to fund the program or if the Town chooses to withdraw from such program. The stipend and any overtime associated with this program paid to the Haz-Mat team member will not be paid out of the \$445,000 contractual overtime appropriation.

Haz-Mat Team Coordinator of Training The Town will pay an annual stipend in the amount of \$1,250 to that member of the bargaining unit who is an approved member of the state-wide Haz-Mat Response Team and who is chosen to be the Haz-Mat Team's Coordinator of Training. The Firefighter must be the official member of the Haz-Mat Team who is appointed as the Haz-Mat Team Coordinator of Training, and must have completed all requirements for such membership in accordance with the rules and regulations issued by the Haz-Mat Policy Board. The Firefighter will be paid the stipend in a lump-sum after notification of appointment as the Coordinator of Training has been received by the Town. Payment will not be paid in the event that the Commonwealth fails to appropriate the funding for the program, or the Town chooses to withdraw from such program. The stipend and Haz-Mat related overtime paid to the Haz-Mat Team member will not be paid out of the \$445,000 contractual overtime appropriation.

Night Differential Effective January 1, 2012, all bargaining unit employees will receive Night Differential Pay equal to 4% of their annual regular base salary to be paid weekly.

Rank Differential Lieutenants shall be paid 18% above the basic rates of Firefighters as shown in Schedule B-3 - Fire Salary Schedule and Captains shall be paid 28% above said basic rates of Firefighters.

Working out of Grade Employees who are assigned to fill a vacancy of a higher ranking position by the Chief or designee shall be compensated following the schedule below:

Firefighter (F1) to Lieutenant (F2)	Top step F1 to top step F2
Lieutenant (F2) to Deputy Chief (F4)	Top step F2 to top step F4
Captain (F3) to Deputy Chief (F4)	Top step F3 to top step F4

The difference shall be added to the employee's regularly hourly rate for the time working out of grade.

Longevity Pay In addition to the step-rate increases or advancement provided above, there shall be added to the annual compensation of each full-time employee in the bargaining unit .005 of

base salary after completion of each and every five years of full-time employment except that, at the completion of 19 years of full-time employment, each such employee shall receive .01 of base salary for each and every five years of full-time employment. Interruption of such employment for the purpose of performing military service shall not be deemed to break the continuity of service with the Town in calculating benefits payable under this paragraph, provided that no employment other than military service is entered into by the employee during the period of said interruption. Subject to the approval of the Town Manager, a full-time employee whose employment has been interrupted through no fault of his/her own and who has been subsequently reinstated to full-time employment, may be given credit for longevity purposes for such prior town service.

Cafeteria Plan The Town shall institute a so called "cafeteria plan" in compliance with state law and the Internal Revenue Code. The parties agree that any reasonably incurred administrative expenses will be paid by those employees participating in said plan. The administrative fee charged to health insurance subscribers will not exceed \$10 per fiscal year. The administrative fee charged for other plans will be borne by the participants of those plans. The Town, at its sole option, may terminate non-health insurance cafeteria plans on a Town-wide basis, with 60 days' notice.

Pay Day The Town may at its option and with at least two weeks advance notice move the pay day from Wednesday to the following Friday which shall thereafter be the regular payday.

Rates of Compensation An employee's weekly rate shall be his/her annual rate divided by 52. An employee's hourly rate shall be the appropriate annual rate divided by 52 divided by 42.

Compensation Adjustment Option

1. At anytime an employee may elect a one-time cash payment adjustment to his/her annual compensation package. This payment will be based on the following formula; the current rate of pay multiplied by 25% of the compensation adjustment factor as of the date of enrollment in this option multiplied by twelve (12). The compensation adjustment factor will be a number equal to any portion of an employee's non-occupational sick leave credit (expressed in tours) accrued as of the date of enrollment and maintained while in the program. The date of enrollment shall be defined as the date of the first payment hereunder. This payment will be made in equal weekly installments over a minimum twelve (12) and a maximum thirty-six (36) months, commencing no sooner than July 1st following the employee's notice of intent to participate which must occur by October 1st for the following fiscal year.
2. An amount of sick leave allocation used as the basis of arriving at the compensation adjustment factor under this option shall remain available for use in accordance with Article 16, Sections 3 and 5; however such amount shall be ineligible to be used for payment under the provisions of Article 16, Section 7.
3. Bargaining unit members may elect a compensation adjustment factor equal to no more than 288 tours of sick leave credit available as of the date of enrollment; provided, however, that such election does not result in a sick bank with fewer than 12 tours as of the date of

enrollment. Such notice of intent shall be irrevocable upon the issuance of the first payment, and a specified amount of sick leave credit (not to exceed 288 hours) equal to the number used for the compensation adjustment factor will remain available for use under the provisions of Article 16, Sections 3 and 5. In the event that an employee elects this option and retires while participating in the program, the Town will pay the remainder of the compensation adjustment factor as sick leave buy-back due in a lump sum at severance, in accordance with the provisions of Article 16, Section 7.

4. Nothing in this section shall prohibit members of the bargaining unit from consideration under Article 16, Section 6 of this agreement.
5. It is understood that compensation adjustment option payments will not be included in the calculation of overtime under this contract subject to the provisions of the Fair Labor Standards Act (FLSA).

ARTICLE 26
EDUCATIONAL INCENTIVE COMPENSATION

Section 1. Educational Committee There shall be established an Educational Committee (hereinafter referred to as the "Committee") comprised of the Fire Chief, the Town Manager his/her designee, and a member of Local 1706 designated by the Union President. It shall be their responsibility to supervise and implement the programs listed below. They have the following responsibilities:

- (a) Approval of courses, which have been requested by a firefighter, for credit in the Educational Program.
- (b) Certification of credits after submission of proof by a firefighter and authorization for payment of incentive.
- (c) Establishing of In-Service training courses.
- (d) Approval of payment of career pay upon completion of courses.

Section 2. Members of the bargaining unit as of October 1, 2000 may elect to participate in the Education Incentive Program set forth in this Section, or in Section 3, but not both. Qualifying members of the bargaining unit shall be paid the amounts set forth in this section, in 52 weekly installments:

For 50% of the credits (30 Semester Hours) necessary for a qualifying Associates Degree or 25% of credits (30 Semester Hours) necessary for a qualifying Bachelor's Degree:	\$544.50
---	----------

For having earned a qualifying Associate's Degree or 50% of credits (60 Semester Hours) necessary for a qualifying Bachelor's Degree: \$998.25

For 75% of credits (90 Semester Hours) necessary for a qualifying Bachelor's Degree: \$1,452.00

For the purposes hereof, a qualifying degree shall mean a degree conferred by an educational institution accredited by the State in which such educational institution is located upon completion of a course of study:

- (a) in the field of Fire Science; or
- (b) in any field provided that the degree holder has completed such number of credits in areas directly related to Fire Science as is equal to one-half the total number of credits required for such degree.

For the purposes hereof, a qualifying Master's Degree shall mean a Master's Degree conferred by an educational institution accredited by the State in which such institution is located, upon completion of a course of study in the field of public administration, business administration, education, engineering, or any other field if approved in advance by the Education Committee.

Section 3. Members of the bargaining unit who have obtained education levels will be paid the educational incentives listed in this section in 52 weekly installments. For the purposes hereof, a qualifying degree shall mean a degree conferred by an educational institution accredited by the State in which such educational institution is located upon completion of a course of study in the field of Fire Science; or in any field provided that the degree holder has completed such number of credits in areas directly related to Fire Science as is equal to one-half the total number of credits required for such degree.

- (a) **Associate's Degree** Effective January 1, 2010, members of the bargaining unit shall be paid 7.5% of base pay for completion of a qualifying Associate's Degree, or for matriculation in a qualifying Bachelor's Degree program equal to the Associate's Degree level.
- (b) **Bachelor's Degree** Effective January 1, 2010, members of the bargaining unit shall be paid 15% of base pay for completion of a qualifying Bachelor's Degree.
- (c) **Master's Degree** Effective January 1, 2010, members of the bargaining unit shall be paid 15% of base pay for completion of a Master's Degree in Fire Science.

It is agreed that members of the bargaining unit as of October 1, 2000 who are receiving education payment at the Associates Degree/60 credit or 90 credit level, will be entitled to participate in the new education program at the Associates Degree level.

Section 4. In-Service Training An in-service training program shall be conducted within the Fire Service. The program shall provide a minimum of 60 hours off-duty training. To be eligible for the Transitional Career Incentive pay, an individual must satisfactorily complete 40 hours of off-duty, in-service training for which he/she will be paid time and one-half his/her rate of pay in effect at the time of the training session. Credit for courses, which would be duplication of courses received elsewhere may be allowed by the Committee upon written submission of proof of attendance by the individual desiring to receive such credit for other in-service courses.

Courses taken for Emergency Medical Training (EMT) recertification shall constitute off-duty in-service training for the purpose of this Section and the Section below ("Transitional Career Incentive Pay").

Employees attending an Emergency Medical Training (EMT) course during off-duty hours shall be compensated for all such hours up to 81 hours at their overtime rates of pay. The Town will reimburse employees for the costs of registration fees and books, if such books are required, incurred in connection with said EMT course. To the extent only that any tuition or course charge is imposed by a hospital where such EMT training is provided, the Town will reimburse the employee. It is expressly understood that the foregoing reimbursement for tuition or course charges will not apply in the case of EMT training at any college or university.

Nothing in this section shall affect on-duty training for which no extra compensation shall be paid.

Section 5. Transitional Career Incentive Pay Firefighters employed by the Needham Fire Department before October 1, 2009 and who do not receive educational incentive pay and who each year satisfactorily complete 40 hours of off-duty in-service training, or its equivalent as determined by the Board, shall be paid career incentive pay for service in the Needham Fire Department as follows:

For the fiscal year in which the 5th through 9th service anniversary occurs:	\$ 600
For the fiscal year in which the 10th through 19th service anniversary occurs:	\$1,250
For the fiscal year in which the 20 th or longer service anniversary occurs:	\$2,300

Such payments shall be in lump sum increments as determined by the Committee and shall be rendered on any reasonable dates after July 1 and after completion of the in-service training yearly.

Any incentive pays referred to in Article 26 shall not be used to compute holiday or overtime rates.

It is agreed and understood that there shall be no duplication of incentive pays referred to in this article.

ARTICLE 27 **INDEMNIFICATION**

The Town shall indemnify and hold bargaining unit employees harmless from any liability arising from their acting within the scope of their employment. In the event that an application for a

criminal complaint is made against a firefighter for action taken in the performance of his/her duty and the firefighter is found not guilty or the application for the criminal complaint against said firefighter is denied, the Town will reimburse the firefighter for legal fees incurred up to \$250.00 for the hearing on the application for complaint, up to \$750.00 for a district court trial and up to \$2,000.00 for a superior court trial or federal district court trial. In the event that the legal fees exceed the above-stated limits, the Town Manager may, in his/her sole discretion, recommend approval of payment of additional fees.

ARTICLE 28
INDEMNIFICATION OF RETIRED FIREFIGHTERS

Any city operating under a Plan D or Plan E charter which accepts this section by the affirmative vote of two thirds of all the members of its city council, an any other city which accepts this section by a majority vote of its city council with the approval of its mayor, and any town which accepts this section by a majority vote of its inhabitants at an annual town meeting or a special town meeting, may, upon written application by any of its police officers or fire fighters retired either before or after the acceptance of this section under a general or special law specifically relating to retirement for accidental disability, except a special law applicable to one person, or in the event of the death of any such police officer or fire fighter, upon written application by his/her widow/widower, or, if he/she leaves no widow, by his/her next of kin, indemnify, out of any funds appropriated for the purposes of this section, such police officer or fire fighter, or, in the event of his/her death, his/her widow/widower, or if he/she leaves no widow/widower, his/her next of kin, for all reasonable hospital, medical and surgical, chiropractic, nursing, pharmaceutical, prosthetic and related expenses and reasonable charges for podiatry incurred by such police officer or fire fighter after his/her retirement; provided, however, that no person shall be indemnified under this section unless a majority of the members of a panel consisting of (a) the chairman of the Retirement Board of the city or town, (b) the city solicitor, town counsel or other officer having similar duties or a person designated in writing by such solicitor, counsel or officer to act for him, and (c) such physician as the city or town manager, or, if there is none, the mayor or selectmen in writing appoint shall, upon receipt from the applicant of due proof, certify:

1. that the expenses for which indemnification is sought were the natural and proximate result of the disability for which the police officer or fire fighter was retired;
2. that such expenses were incurred after the acceptance of this section;
3. that the hospital, medical and surgical, chiropractic, nursing, pharmaceutical, prosthetic and related expenses and reasonable charges for podiatry to which such expenses relate were rendered within six months before the filing of the application;
4. that such expenses were in no way attributable to the use by the police officer or fire fighter of any intoxicating liquor or drug or to his/her being gainfully employed after retirement or to any other willful act or conduct on his/her part; and
5. that such expenses are reasonable under the circumstances.

ARTICLE 29
DURATION OF CONTRACT

Except as may be otherwise specifically provided elsewhere in this Agreement, this Agreement shall take effect as of July 1, 2012, and shall continue in full force and effect through June 30, 2016, and shall be subject to renegotiation for the period beginning July 1, 2016, as hereinafter provided. Until such time as the Town and Local 1706 renegotiate a mutually satisfactory contract, the terms of the within Agreement shall remain in full force and effect.

Should either or both parties desire to negotiate a new collective agreement for the succeeding year, such party or parties shall, not less than 6 months prior to the expiration date of this Agreement, give notice in writing to the other party setting forth in such notice a list of all proposals, changes and modifications desired by the party giving notice.

Upon receipt of such notice, the parties shall make mutually satisfactory arrangements to engage in negotiations leading to a settlement of issues raised by such notice. Nothing in this Article shall preclude either the Town or Local 1706 from modifying any proposals made during the course of the negotiations.

ARTICLE 30
MISCELLANEOUS PROVISIONS

Section 1. Drug-Free Workplace Policy Incorporated herein and considered an integral part thereof is the Town of Needham Drug-Free Workplace Policy, dated July 1, 1992.

Section 2. Non-discrimination Neither party will discriminate against any employee or applicant for employment by reason of his or her race, sex, age, color, religion, national origin, sexual orientation or disability.

Section 3. Vehicle Use Incorporated herein by reference and considered an integral part thereof is the Town of Needham Vehicle Use Policy dated March 11, 1997.

Section 4. Workplace Violence Incorporated herein by reference and considered an integral part thereof is the Town of Needham Workplace Violence Policy dated March 19, 2003.

Section 5 Health Insurance

All members of the bargaining unit (Units A, B and C) who are enrolled in a Town-sponsored HMO/EPO plan will be required to participate in the so-called Rate Saver plans effective January 1, 2013 under the following conditions:

- (a) Traditional HMO/EPO plans will no longer be available for participation by members of the bargaining unit.
- (b) The Town will provide a Health Reimbursement Arrangement (HRA) Program in fiscal years 2013, 2014, and 2015 in an amount not to exceed \$65,970 for the three year period. The

HRA program will expire on June 30, 2015, or sooner if the \$65,970 allocation is exhausted.

(c) Members of the Union will be eligible for reimbursement for qualified expenses consisting of office visits/primary care office visits/specialist, emergency room visits, in-patient hospitalization, same day surgery, diagnostic imaging, prescription drugs/retail and prescription drugs/mail order. Employees will be eligible for reimbursement only for the difference between their current co-payment and the co-payment of the Rate Saver plan.

(d) Members of the Union will be eligible for reimbursement for qualified expenses at the following thresholds:

Individual Plan:	Expenses incurred from \$351 up to \$2,000
Family Plan:	Expenses incurred from \$1,051 up to \$4,000

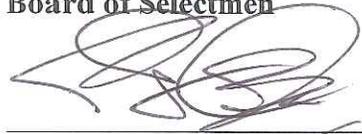
(e) The Town will not be obligated to pay more than \$65,970 for the HRA program. In the event that expenses in the first year exceed the \$21,990 per year target, the Town and the Union will meet to determine legal options for continuing the program.

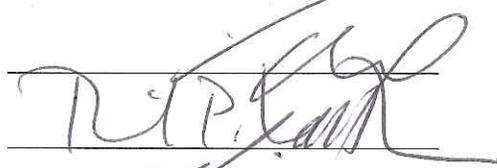
Section 6 Recruitment Process

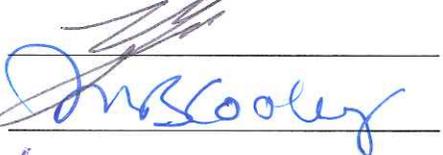
The Fire Chief will not invite members of the bargaining unit below the rank of Deputy Chief to participate in the recruitment process without inviting the Union President or his or her designee to participate as well.

IN WITNESS WHEREOF, the Town has caused this instrument to be duly executed by its authorized designees and Local 1706 has caused this instrument to be signed by its proper officers hereunto duly authorized, this 13th day of May, 2014.

Board of Selectmen



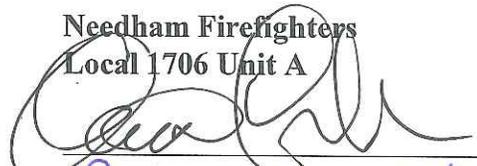


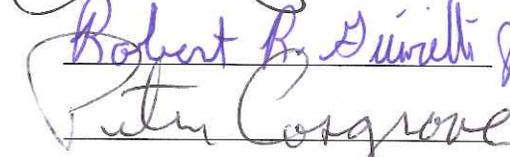


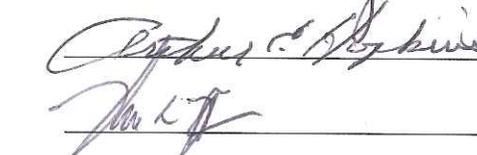
Town Manager:


Kate Fitzpatrick/Date 5-13-14

Needham Firefighters Local 1706 Unit A

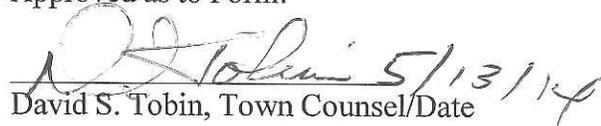


Robert B. Diivelli Jr.


Peter Cosgrove


Thomas J. Higgins

Approved as to Form:


David S. Tobin, Town Counsel/Date 5/13/14