

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

July 1, 2012 through June 30, 2013

and

July 1, 2013 through June 30, 2016

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and FY 2013 -- FY 2016**

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THIS AGREEMENT made and entered into 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 1706, affiliated with International Association of Firefighters, AFL-CIO (hereinafter called "Local 1706") for Unit B, under and pursuant to the provisions of Massachusetts General Laws, Chapter 150E inclusive 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, and an election held on November 15, 1967, pursuant to said decision, Local 1706, was duly certified as the exclusive bargaining agent for all employees in Unit B; and

WHEREAS the parties to 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 B 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 or composition of the employees 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

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 employees in Unit B covered by this Agreement who are eligible for membership. No employee shall be required to join the Union or to pay a fee or dues as a condition of employment or obtain such representation.

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 employees 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) Dues 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 authorization set forth below. For this purpose any authorization heretofore furnished the Town shall meet this requirement until revoked in writing.
- (c) 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**

To: Town of Needham
Town Treasurer
Needham, Massachusetts

I hereby request and authorize the Town Treasurer to deduct from my earnings 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 thirty (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 therefor,

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 change 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 **JOB SPECIFICATIONS AND DUTIES**

Section 1. Superintendent of Fire Alarm He/she shall be a licensed electrician in the Commonwealth of Massachusetts. Under the general direction of the Fire Chief, responsible for the overall planning, evaluation, designing, installation testing, maintenance and repair of town and private fire alarm systems and equipment, to ensure compliance with state and local codes and regulations. Interface with outside agencies, engineers and utilities to meet alarm requirements.

Meet with and discuss problems, methods and procedures with neighboring town inspectors to correct or anticipate fire alarm problems in mutual aid circuits. Prepare daily report of fire alarm activity. Responsible for general maintenance of all department electrical and electronic equipment. Responsible for checking each fire alarm box and master box at designated periods. Maintain an adequate inventory of parts, supplies and equipment to repair and maintain system. Read blueprints for sprinkler and alarm systems specifications. Perform other duties as assigned.

Section 2. Lineman Under the supervision of the Assistant Superintendent, perform diversified planning, evaluation, designing, installation testing, maintenance and repair of town and private fire alarm systems and equipment, and other Fire Department equipment, to ensure compliance with state and local codes and regulations. Work from prints, specifications, diagrams, and written and verbal instructions. Use, maintain, and check a variety of electronic equipment and related tools and materials in performing required duties. Perform required electrical tests on Town and private fire alarm systems and equipment, telegraph and other recording instruments as required. Maintain necessary records. Move materials as necessary in performance of duties. Detect and report improper operation, faulty equipment, defective materials and unusual conditions. Maintain work area and equipment in a clean and orderly condition; Follow established safety and security rules and regulations. Work with Assistant Superintendent in running cables and wires. Strip paint from fire boxes and repair. Perform other duties as required.

ARTICLE 5
HOURS OF WORK, HOLIDAYS AND OVERTIME

Section 1. Hours of Work The basic work week shall be five (5) eight (8) hour days, totaling forty (40) hours per week, Monday through Friday.

Section 2. Holidays

- (a) The following holidays shall be recognized by the Town on the day on which they are legally observed by the Commonwealth of Massachusetts; and on said days, members of the bargaining unit shall be excused from all regularly scheduled duty without loss of pay, except in cases where the Fire Chief determines that the employee is required to maintain essential services:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents' Day	Veterans' Day
Patriots' Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

- (b) In the event such holidays fall on Sunday, they shall be deemed to occur on Monday. In the event such holidays fall on Saturday, they shall be deemed to fall on Friday.
- (c) Employees normally scheduled to work on the last working day immediately preceding Christmas shall receive time off without loss of pay for one-half (1/2) day on the last working day before Christmas.
- (d) The day after Thanksgiving shall be a swap day for the two (2) members of Unit B for which they will swap for Columbus Day and Veterans' Day. One member will be on duty for each of the days of the other member's absence. This will not impact on the present eleven and one half (11.5) holidays.

Section 3. Overtime

- (a) The Town shall pay overtime to eligible employees in accordance with the provisions of the United States Fair Labor Standards Act. All worked overtime must be approved in advance by the Fire Chief.
- (b) An employee who is called back to work shall be guaranteed a minimum of four (4) hours work at one and one half his/her regular rate.

ARTICLE 6
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 day's 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.

ARTICLE 7
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. Employee Termination or Death Whenever employment is terminated through dismissal through no fault of delinquency 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 allowance 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 5. 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 day for each complete calendar month of continuous employment in the prior fiscal year, up to but not exceeding ten (10) days.
- (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	2 weeks
Five (5) Years but less than Twelve (12) Years	3 weeks
Twelve (12) Years but less than Twenty-Two (22) Years	4 weeks
Twenty-Two (22) or more years	5 weeks

- (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 8
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 leave 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 duty 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 9 **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 required 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 10 **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 Full-time employees shall accrue one and one-quarter (1 1/4) days 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."

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) days 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.

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, for the purpose of determining 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 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.

ARTICLE 11
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 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 12
CLOTHING

The following articles of clothing shall be provided by the Town: work shirts, work pants, climbing boots, summer and winter storm gear, and other articles as required. Such articles and replacements shall be subject to the approval of the Chief.

ARTICLE 13
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 B 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 B of the Needham Fire Department.

ARTICLE 14
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 Local 1706 to future performance of any such terms or condition, and the obligations of Local 1706 or of the Town to such future performance shall continue in full force and effect.

ARTICLE 15
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 by the Director of Human Resources of the grievance. The time-frames in this section may be extended at the agreement of the parties.

Section 8. Arbitration

- (a) 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.
- (b) 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.
- (c) 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.

- (d) 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.
- (e) 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 16 **SEPARABILITY AND SUBORDINATION TO EXISTING LAW**

Should any of the provisions of this 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 17 **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 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 a precedent 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 otherwise 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 18
WAGES

<u>Class Title</u>	<u>Grade</u>
Superintendent, Fire Alarm	FA-2
Lineman	FA-1

Base wages shall be increased by: create Fire Alarm Step 1, Steps 1 - 6, 4.5%, and 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 B, annual rate of compensation

Fire Fighters Unit B Salary Schedule

Fire Alarm

Effective July 1, 2012; create Step 1;
Steps 2-6, 4.5%; Step 6 to 7, 2.5%

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
FA-2		51,423	53,765	56,219	58,764	61,408	62,943
FA-1	42,605	44,522	46,526	48,619	50,807	53,094	54,421

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

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
FA-2		51,937	54,303	56,781	59,351	62,022	63,573
FA-1	43,031	44,967	46,991	49,106	51,315	53,625	54,965

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

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
FA-2		52,186	54,824	57,600	60,495	63,520	66,696
FA-1	43,031	45,183	47,442	49,814	52,305	54,920	57,666

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

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
FA-2		53,491	56,194	59,040	62,008	65,108	68,364
FA-1	44,107	46,312	48,628	51,059	53,612	56,293	59,107

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

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
FA-2		54,025	56,756	59,630	62,628	65,759	69,047
FA-1	44,548	46,775	49,114	51,570	54,148	56,856	59,698

Fire Fighters Unit B Salary Schedule

Fire Alarm

Effective January 1, 2016; 1% increase

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
FA-2		54,566	57,324	60,226	63,254	66,417	69,738
FA-1	44,993	47,243	49,605	52,085	54,690	57,424	60,295

ISMA Differential Effective July 1, 2007, the Town will pay a 3% differential, paid weekly, upon completion of the Level 2 ISMA Certification, and an additional 1% differential, paid weekly, upon completion of the Level 3 ISMA Certification.

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 of the bargaining unit, .005 of base salary after completion of each and every five years of continuous full-time employment except that at the completion of 19 years of full-time employment each 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.

Overtime The Town will appropriate \$10,000 each fiscal year for Unit B overtime.

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 40.

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 10, Sections 3 and 5; however such amount shall be ineligible to be used for payment under the provisions of Article 10, 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 tours) equal to the number used for the compensation adjustment factor will be available for use under the provisions of Article 10, 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 10, Section 7.
4. Nothing in this section shall prohibit members of the bargaining unit from consideration under Article 10, 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 19

IN-SERVICE TRAINING

Section 1. An in-service training program shall be conducted within the Fire Alarm Department. A committee, comprised of the Fire Chief, Town Manager or his/her designee, and a member of Local 1706 designated by the President of the Union, shall approve all off-duty in-service courses. Time spent in attendance at the courses will be paid for at one and one half times the employee's rate of pay in effect at the time of the training session. In no event will the employee be entitled to more than 40 hours of off-duty in-service training.

The Superintendent shall be allowed to attend up to four meetings of the ISMA per year within the New England states. Linemen shall be allowed to attend two meetings per year within Massachusetts. The Town will pay actual, reasonable and necessary expenditures.

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

Section 2. The Town agrees that it will pay membership dues in the International Municipal Signal Association for the Assistant Superintendent of Fire Alarm Systems and the Lineman.

ARTICLE 20
INDEMNIFICATION

The Town shall indemnify and hold 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 the 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, at his/her sole discretion, recommend approval of payment of additional fees.

ARTICLE 21
DURATION OF CONTRACT

Section 1. This Agreement shall take effect as of July 1, 2012, and shall continue in full force and effect to midnight June 30, 2016 and shall be subject to re-negotiation for the period beginning July 1, 2016 as hereinafter provided. Until such time as the Town and Local 1706 re-negotiate a mutually satisfactory contract the terms of the within agreement shall remain in full force and effect.

Section 2. 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.

Section 3. Upon receipt of such notice the parties shall make mutually satisfactory arrangement 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 22
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

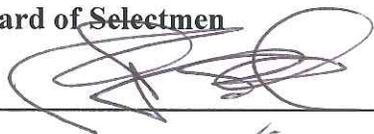
All members of the bargaining unit (Units A, B, and C) who are enrolled in a Town-sponsored HMO/EPO plan will be required to participate in the so-called Rate Saver plans effective January 1, 2013 under the following conditions:

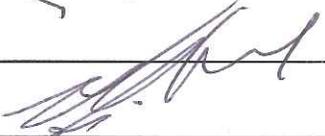
- (a) Traditional HMO/EPO plans will no longer be available for participation by members of the bargaining unit.
- (b) The Town will provide a Health Reimbursement Arrangement (HRA) Program in fiscal years 2013, 2014, and 2015 in an amount not to exceed \$65,970 for the three year period. The HRA program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

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

Board of Selectmen

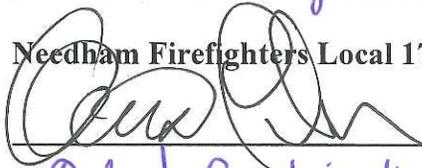






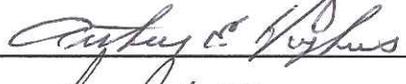


Needham Firefighters Local 1706, Unit B











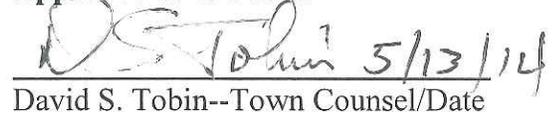
Town Manager:



Kate Fitzpatrick/Date

5-13-14

Approved as to Form:



David S. Tobin--Town Counsel/Date