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

July 1, 2012 through June 30, 2013

and

July 1, 2013 through June 30, 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 Local 1706, International Association of Firefighters, AFL-CIO, Unit C (hereinafter called "Local 1706"), 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 an election held on February 25, 1974, the Local 1706 was duly certified as the exclusive bargaining agent for all Deputy Fire Chiefs excluding the Fire Chief, Captains, Lieutenants and Firefighters, and all other municipal employees of the Town of Needham; and

WHEREAS the parties to this agreement desire to establish a state of amicable understanding, cooperation and harmony compatible with any law or by-law applicable to the Town in the fulfillment of the obligation of the Town to protect the safety and welfare of all of 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, the Town recognizes Local 1706 as the sole and exclusive bargaining agent for the Deputy Fire Chiefs 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 employee unit as may at any time be made by a 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 DEDUCTIONS

Section 1. The Town agrees not to discharge or discriminate in any way against employees covered by this Agreement on account of union membership, union affiliation or lawful union activities.

Effective after 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, 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 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 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 or 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 02192

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

This authorization shall remain in effect (l) 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 the 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 of any changes in monthly rate of its membership dues at least 60 days prior to the effective date of such change.

ARTICLE 3
MANAGEMENT RIGHTS

The listing of the following specific rights of management is not intended to be in limitation of the rights of the Town, the Board of Selectmen, the Town Manager and the Fire Chief. Responsibilities which are inherently those of management shall remain such whether or not specifically listed hereafter.

(a) Among such management responsibilities as are vested exclusively in the Town, the Town Manager and the Fire Chief are the following: The right to hire, promote, transfer, assign and retain employees in positions and to suspend, demote, discharge or take other disciplinary action against employees for just cause, to relieve employees from duty because of lack of work or other reasons, to determine the method, means and personnel by which such operations are to be conducted and to take whatever action may be necessary to carry out the work of the Fire Department.

(b) The Town, the Town Manager and the Fire Chief shall have the freedom of action to discharge their responsibility for the operation of the Fire Department, including the scheduling of operations, the method and materials used in carrying out the function of the Fire Department and the extent to which its own or other facilities and/or personnel shall be used.

ARTICLE 4
APPOINTMENT AND PROMOTION

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

ARTICLE 5
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)

1. 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 14, Section 5 of this Agreement.

2. The average regular workweek on an eight-week cycle for Deputy Chief of Operations and the Fire Inspectors shall be forty (40) hours. For the Deputy Chief of Operations, one "shift," "tour," or "day" shall mean eight (8) hours. For the Fire Inspectors, one "shift," "tour," or "day" shall mean ten (10) hours.

3. The Deputy Chief of Operations shall be charged eight (8) hours for each tour of accrued or other leave use, and the Fire Inspectors shall be charged ten (10) hours for such leave use.

(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 8.

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 12.

4. Personal Leave An employee will be charged one day or one night, as appropriate in accordance with the provisions of Article 9.

5. Union Business An employee will be charged one day or one night, as appropriate, in accordance with the provisions of Article 9.

(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 number of weeks in the year (52), dividing the 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. The payroll week shall consist of any 7 consecutive days used by the Town for payroll purposes.

Section 4. 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 any employee is called to work within the four (4) hour period immediately prior to the regular starting time of his/her shift.

Section 5. Any employee who completes his/her regular shift, then is recalled back for court appearance, shall be guaranteed a minimum of four (4) hours of work at overtime rate of pay.

ARTICLE 6
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 7
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 a.m. - 6 p.m. or the 6 p.m. - 8 a.m. shift on the holiday, and who works on 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.

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 8
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 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 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:

Length of Continuous Service	**Vacation Leave Allowance July 1**
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 9
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 10
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 11
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 12
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
Effective July 1, 2001, members of the bargaining unit shall accrue one and one quarter (1 ¼) tour 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, provided, however, that one tour for the Deputy Chief of Operations shall be equivalent to eight (8) hours and one tour for the Fire Inspectors shall be equivalent to ten

(10) hours. When calculating sick leave buy back in accordance with Section 7 below for the Deputy Chief of Operations and the Fire Inspectors, the Town shall calculate the buy back for these tours using the equivalent of twelve (12) hours per tour. Tours accrued after the assignment as Deputy Chief of Operations or Fire Inspector shall be calculated using the applicable equivalent (eight or ten, respectively). For the purposes of sick leave buy-back, the sick leave bank shall be calculated as follows: the total accrued sick leave hours (based on 8, 10 or 12 hour tours) expressed in tours of 12 hours (total hours in bank divided by 12).

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 13
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. Chapter 41, Section 100. If the Town Manager denies an application in whole or in part, he/she shall set forth in writing his/her 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. Chapter 41 Sections 100 and 111F thereby and forever waive a claim for benefits for the same injury in any forum.

ARTICLE 14
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/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 15
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 twenty-four 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 16
CLOTHING

Section 1. Uniforms The following articles of uniforms shall be provided by the Town: hat, blouse, overcoat, pants, black tie, dress shirts, 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 to or from duty. Each deputy shall be entitled to an annual maximum allowance of $300.00 for uniform replacement when approved by the Chief as necessary.

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 17
NO STRIKE CLAUSE

Recognizing that it is specifically provided in Chapter 150E of the General Laws to be unlawful for any employee of Local 1706 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 representatives will call, instigate, authorize, sanction or ratify any strike, slowdown or stoppage of work by employees of Unit C of the Needham Fire Department.

ARTICLE 18
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 waiver or relinquishment of the right of the Town or of Local 1706 to future performance of any such terms or condition, and the obligation of Local 1706 or of the Town to such future performance shall continue in full force and effect.

ARTICLE 19
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 Fire 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 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

(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 20
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, or 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 21
EFFECT OF AGREEMENT

(a) This Agreement contains and constitutes the entire Agreement between the Town and Local 1706, Unit C, 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, 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 a precedent with respect to future enforcement of all terms and conditions of this Agreement.

(d) No provisions 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 22
WAGES

Fire Fighters Unit C Salary Schedule (Deputy Fire Chiefs)
Effective July 1, 2012

GRADE	MIN	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
F-5						84,332	86,531
F-4				71,284	74,093	76,776	78,695

Fire Fighters Unit C Salary Schedule (Deputy Fire Chiefs)
Effective January 1, 2013 1% Rate Saver

GRADE	MIN	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
F-5						85,176	87,397
F-4				71,997	74,834	77,544	79,482

Fire Fighters Unit C Salary Schedule (Deputy Fire Chiefs)
Effective July 1, 2013 5%

GRADE	MIN	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
F-5						87,233	91,691
F-4				73,036	76,277	79,417	83,388

Fire Fighters Unit C Salary Schedule (Deputy Fire Chiefs)
Effective July 1, 2014 2.5%

GRADE	MIN	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
F-5						89,414	93,983
F-4				74,861	78,184	81,402	85,472

Fire Fighters Unit C Salary Schedule (Deputy Fire Chiefs)
Effective July 1, 2015 1%

GRADE	MIN	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
F-5						90,308	94,923
F-4				75,610	78,965	82,216	86,327

Fire Fighters Unit C Salary Schedule (Deputy Fire Chiefs)
Effective January 1, 2016 1%

GRADE	MIN	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
F-5						91,211	95,872
F-4				76,366	79,755	83,038	87,190

Effective July 1, 2000 there shall be a forty-four percent (44%) differential between the applicable step rates of a Deputy Fire Chief and the applicable step rates of a firefighter; effective July 1, 2001 there shall be a forty-five percent (45%) differential between the applicable step rates of a Deputy Fire Chief and the applicable step rates of a firefighter; and effective July 1, 2002 there shall be a forty-six percent (46%) differential between the applicable step rates of a Deputy Fire Chief and the applicable step rates of a firefighter.

There shall be a Deputy Chief of Operations appointed by the Fire Chief with the rank of Deputy who shall receive a sixty-two percent (62%) differential between the applicable step rates of a Deputy Fire Chief Operations and the applicable step rates of a firefighter and he/she shall be a member of local 1706, Unit C.

The word "rates" as used in this article only includes base salary and does not include such matters as incentive pay, longevity, night differential or special rates.

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.

EMS Administrator The EMS Administrator, when assigned by the Board of Selectmen, 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.

EMT Effective July 1, 2008 all registered Emergency Medial Technicians (EMT) shall be granted additional compensation of 5.0% 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.

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.

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.

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.

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 (5) years of continuous 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 12, Sections 3 and 5; however such amount shall be ineligible to be used for payment under the provisions of Article 12, Section 6.

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 remain available for use under the provisions of Article 12, 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 12, Section 7.

4. Nothing in this section shall prohibit members of the bargaining unit from consideration under Article 12, 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 23
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 or his/her designee and a member of Local 1706. It shall be their responsibility to supervise and implement the programs listed below. They shall have the following responsibilities:

(a) Approval of courses, which have been requested by a Deputy Chief for credit in the Educational Program.

(b) Certification of credits after submission of proof by a Deputy Chief and authorization for payment of incentive pay.

(c) Establishing of in-service training courses.

(d) Approval of payment of career pay upon completion of course.

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 (effective July 1, 2001), 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. Effective July 1, 2001, 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. Attendance at Massachusetts State Fire Prevention Association and/or Massachusetts Institute of Fire Department Instructors may be used to satisfy the off-duty in-service training requirements. Nothing in this section shall affect on-duty training for which no extra compensation shall be paid.

Section 5. Transitional Career Incentive Pay Deputy Chiefs employed by the Needham Fire Department before October 1, 2009, and who do not receive educational incentive pay, and each year satisfactorily complete 40 hours of off-duty, in-service training, or its equivalent as determined by the Committee 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 20th 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 23 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 24
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 25
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, and 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/widower, 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 26
DURATION OF CONTRACT

This Agreement shall take effect on 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.

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. 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 27
MISCELLANEOUS PROVISIONS

Section 1. When the Town implements civilian and/or joint Police/Fire dispatching, it may do so subject to the following:

1. the Town will not implement any changes to the dispatching system until the implementation of Enhanced 911 in the Town of Needham.

2. 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.

3. Upon implementation of civilian and/or joint 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 2. 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 3. 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 4. 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 5. 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 6. 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 7. 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 13 day of May, 2014.

Board of Selectmen

Firefighters Local 1706 Unit C

Robert R. Fumetti Jr.

Peter Cosgrove

Town Manager:

Kate Fitzpatrick/Date

5-13-14

Approved as to Form:

5/13/14

David S. Tobin – Town Counsel/ Date