

**Memorandum of Agreement
Fiscal Year 2021 & Fiscal Year 2022**

Agreement is hereby made this 22 day of March, 2022 by and between the Town of Needham (hereinafter the "Town") and the Needham Firefighters Local 1706 Units A and C (hereinafter the "Union"). Except as expressly set forth herein, all provisions of the collective bargaining agreement between the Town and the Union, which by its terms is in effect through June 30, 2020, remain in full force and effect.

1. The term of the Agreement shall be July 1, 2020 through June 30, 2022.
2. All Base Wages contained in Article 25 (Unit A) and Article 22 (Unit C) shall be increased by 3% effective July 1, 2020, and 2% effective July 1, 2021.
3. Amend Article 25 (Unit A) Fire Inspector as follows:

Fire Inspector Fire Inspectors on the "4/4" rotation referred to in Article 6, section 7, shall receive a differential of 10% of base pay, paid weekly. **Fire Inspectors who attain Fire Inspector 1 certification shall receive a differential of 2% of base pay, paid weekly.**

4. Amend Article 9 (Unit A) and Article 7 (Unit C) by adding the Juneteenth holiday in Section 1 (effective June 19, 2022) and amending Section 3. As follows:

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 ~~twelve~~ ~~eleven~~ holidays and 5.25 hours pay for the half-holiday the day before Christmas day, to be paid weekly. It is understood that Holiday Pay will not be included in the calculation of overtime.

Section 4. Holiday Premium Any employee covered by this Agreement who is scheduled to work either the 8:00 a.m. to 6:00 p.m. or the 6:00 p.m. to 8:00 a.m. shift on the holiday, and who works such holiday, shall be paid an additional 5.25 hours pay for one of the ~~twelve~~ ~~eleven~~ (12 ~~11~~) holidays or 2.625 hours for working the day before Christmas.

5. Article 7 Special Departmental Assignments and Other Details (Unit A) and Article 6 Detail Assignment (Unit C) shall be amended as follows:

Section 5. Detail Rates shall be paid according the following schedule:

Basic Rate	\$51.5 \$55
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Section 6. Details worked for the Town of Needham shall be paid according to the following schedule:

Basic Rate	\$44.50 \$48
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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.

6. Amend all appropriate sections to recognize that members of the bargaining unit work 42 or 40 hours. **Unless previously negotiated, this language will not apply to members of the bargaining unit working 40 hours per week as of July 1, 2022.** See attached language.
7. Amend Article 16 (Unit A) and Article 12 (Unit C) as follows:

ARTICLE 16(12)
NON-OCCUPATIONAL SICK LEAVE

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. **Sick leave used for qualified and approved family and medical leave in accordance with the FMLA is not subject to the three (3) tour limit.**

8. Amend Article 17 (Unit A) and Article 15 (Unit C) as follows:

ARTICLE 17(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 day (one twenty-four hours shift **or ten-hour shift for employees on the 4/10 schedule**) 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, **niece, nephew**, aunt or uncle.

9. Amend Article 14 (Unit A) and Article 10 (Unit C) – Court Leave as follows:

ARTICLE 14(10)
CIVIC DUTY COURT LEAVE

Section 1. Any employee of the bargaining unit shall be granted leave from duty when called for jury duty or under summons to appear as a witness at the request of the federal government, the Commonwealth, or any city or town of the Commonwealth on a matter that is not related to his or her work as a Needham Firefighter.

Section 2. Employees shall be paid by the Town during the period required for court service for the difference between the amount paid to them by the court, excluding travel allowance, and the amount of regular straight time pay which would normally be received from the Town for the scheduled work time spent on approved civic duty leave. If the jury or witness fees, exclusive of travel allowance, are more than the amount of regular straight time pay which the employee would receive for the scheduled work time spent on civic duty leave, no compensation shall be paid by the Town for the period of the court service.

Section 3. Official summons to appear for jury duty or as a witness must be presented in advance to the Chief or his/her designee for the employee to receive authorized civic duty leave.

Section 4. To qualify for civic duty leave payment, the employee must furnish the Town Accountant with complete and satisfactory evidence of the jury or witness fees received.

Section 5. Absence due to civic duty leave shall not affect an employee's eligibility for longevity, satisfactory performance step increases, or benefits.

Section 6. Civic duty leave shall not be granted when an employee is involved in personal litigation.

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

~~**Section 2.** If the jury or witness fees, exclusive of travel allowances, received by said employee for such jury or for service as a witness in court shall be less than the regular rate of compensation received by him/her from the Town, the difference between said fees and said regular rate of compensation shall be paid to such employee by the Town. If the amount of such fees received by such employee shall exceed the regular rate of compensation received by him/her from the Town, no compensation shall be paid to him/her by the Town for the period of his/her jury duty or witness duty; provided, however, that to qualify for any payment by the Town hereunder, the employee aforesaid must furnish the Town Accountant with complete and satisfactory evidence of the jury or witness fees paid. As used in this paragraph, the phrase "regular~~

rate of compensation" shall mean the amount of salary or wages which the Town would pay to such employee for the hours of work which he/she would normally perform during the fiscal time period otherwise consumed by his/her jury or witness service.

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

10. Amend Article 15 (Unit A) and Article 11 (Unit C) as follows:

ARTICLE 15(11)
MILITARY LEAVE

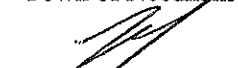
Section 1. Reserve Service An employee who is a member of a state or federal military reserve unit shall be entitled to leave of absence from a permanent position for required military service under orders, ~~for a period not to exceed seventeen (17) days up to forty (40) tours per calendar year of such leave to be with regular pay for normally scheduled work hours. up to one normal working week of such leave to be with full regular straight time pay for normally scheduled work hours.~~

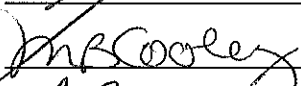
Section 2. Draft Board Appearances and Physicals Military leave of absence with full regular straight time pay for normally scheduled work hours shall be granted to employees on occasion of their required appearance under orders before armed forces draft boards or for physical examinations by such boards.

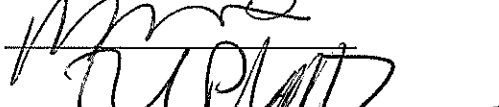
Section 3. Active Duty Military leave of absence without pay shall be granted to employees called under orders for active duty with the state or federal armed forces for compulsory service other than the annual routine tour of duty for training purposes.

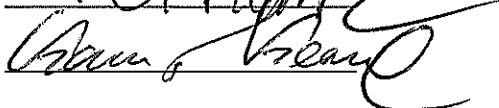
Section 4. Notification and Approval Requirements Every employee desiring military leave as provided hereunder shall request such leave in writing in advance from the Fire Chief, and such request shall provide written proof from military or selective service officials indicating the date of departure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

Town of Needham




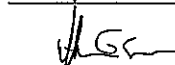


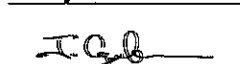


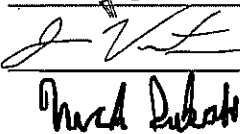


Needham Firefighters Local 1706



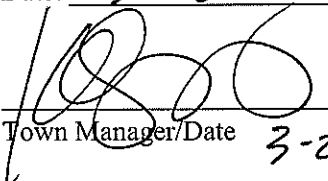






Date: 3-22-2022

Date: _____


Town Manager/Date 3-23-2022

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