

**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	<del>\$51.5</del> \$55
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**Section 6.** Details worked for the Town of Needham shall be paid according to the following schedule:

Basic Rate	<del>\$44.50</del> \$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.~~

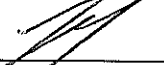

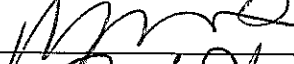

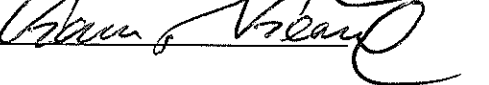
**Section 2. Draft Board Appearances and Physicals** Military leave of absence with full regular straight time pay for normally scheduled work hours shall be granted to employees on occasion of their required appearance under orders before armed forces draft boards or for physical examinations by such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


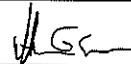
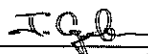
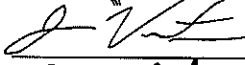

**Section 3. Active Duty** Military leave of absence without pay shall be granted to employees called under orders for active duty with the state or federal armed forces for compulsory service other than the annual routine tour of duty for training purposes.

**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

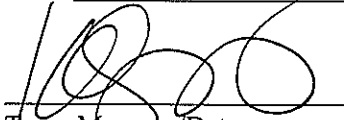
  
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Date: 3-22-2022

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*

**Town of Needham**  
**Proposals to Needham Fire Union**  
**42 Hour and 40 Hour Employees**  
**(The Entire Article is Included to Make it Easier to Follow Changes)**  
2.25.2022

**ARTICLE 6 (Unit A)**  
**HOURS OF WORK AND OVERTIME**

**Section 1.**

- (a) **Except as set forth in sections 7 and 8 below**, the average regular work week over an eight-week cycle as established by the Fire Chief for all employees covered by this agreement shall be 42 hours. The regular work schedule shall consist of one twenty-four-hour shift commencing at 8:00 a.m. and concluding at 8:00 a.m. the following day. The regular work week shall consist of one (1) 24-hour period on duty followed by three (3) 24-hour days off duty.
- (b) The applicable provisions of Chapter 48, Section 58C of the General Laws of Massachusetts, as amended, shall apply to hours of duty in excess of the average regular work week. The Fire Chief shall be solely responsible for determining whether an employee is given time off or such employee is paid for such period of overtime duty as provided in Section 58C.
- (c) It is understood that the conversion to the "twenty-four-hour shift" shall not apply to ~~the Deputy Chief of Operations~~, the designated Fire Inspectors, **the EMS Administrator**, or firefighters assigned to temporary modified work programs in accordance with Article 11, Section 5 of this Agreement.
- (d)
  - 1. The twenty-four-hour shift shall retain all aspects of the current 10- and 14-hour schedule so that current practices with regard to leave time remain intact. The terms "shift," "tour," and "day" as appearing in this Agreement are synonymous and shall continue to mean one (1) 10-hour day or one (1) 14-hour night and not the full 24-hour period unless specifically indicated as such.
  - 2. Vacation An employee will be charged 10 hours for a day tour (8:00 a.m. to 6:00 p.m.) and 14 hours for the night tour (6:00 p.m. to 8:00 a.m.) in accordance with the provisions of Article 12.
  - 3. Sick Leave An employee will be charged one "tour" for each day or night absent due to illness in accordance with the provisions of Article 16.
  - 4. Personal Leave An employee will be charged one 24-hour period in accordance with the provisions of Article 13.

5. Union Business An employee will be charged one day or one night, as appropriate in accordance with the provisions of Article 13.

- (e) Nothing shall prohibit the Fire Chief from conducting training sessions for employees in the evening and/or on weekend hours.
- (f) The 24-hour shift shall not serve to increase or decrease the benefit level of any section of the contract not specifically enumerated herein.

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

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

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

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

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

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

**Section 7. Work Schedules for Fire Inspectors**

- (a) The work schedules of Fire Inspectors shall consist of the following, and will be arranged such that a Fire Inspector is scheduled to work every day from Monday through Friday: a two week rotation consisting of Monday through Thursday one week and Tuesday through Friday the next, ten hours per day ("4/4 rotation").

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

**Section 8. EMS Administrator**

- (a) **The work schedule of the EMA Administrator shall consist of four 10-hour days as determined by the Fire Chief.**
- (b) **The EMS Administrator shall be considered out-of-rotation in accordance with Section 6(g) of Article 4.**

**ARTICLE 5 (Unit C)**  
**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 **bargaining unit members** ~~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 the **hourly actual** rate of pay in classification, ~~dividing it by numbers of weeks in the year (52), dividing answer to above by~~

number of hours in average work week (42) for Fire Department, and then multiplying it 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.

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## **ARTICLE 12 (Unit A)** **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 1<sup>st</sup> 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 30<sup>th</sup> of the fiscal year.

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

**Section 6. Amount of Paid Vacation Leave Allowance**

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

<u>Length of Continuous Service</u>	<u>Vacation Leave Allowance July 1</u>	
	<b>24 Hour Shift</b>	<b>4-10 Hour Shifts</b>
One (1) Year but less than Five (5) Years	4D 4N	<b>8 Shifts</b>
Five (5) Years but less than Ten (10) Years	6D 6N	<b>12 Shifts</b>
Ten (10) Years but less than Twenty (20) Years	8D 8N	<b>16 Shifts</b>
Twenty (20) or more Years	10D 10N	<b>20 Shifts</b>

- (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, tenth or twentieth anniversary occurs, respectively, for use during that fiscal year.

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**ARTICLE 8 (Unit C)**  
**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 1<sup>st</sup> 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 30<sup>th</sup> 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:

<u>Length of Continuous Service</u>	<u>Vacation Leave Allowance July 1</u>	
	24-Hour Shifts	5-8 Hour Shifts
One (1) Year but less than Five (5) Years	4D 4N	<b>80 hours</b>
Five (5) Years but less than Ten (10) Years	6D 6N	<b>120 hours</b>
Ten (10) Years but less than Twenty (20) Years	8D 8N	<b>160 hours</b>
Twenty (20) or more Years	10D 10N	<b>200 hours</b>

- (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, tenth or twentieth anniversary occurs, respectively, for use during that fiscal year.
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**ARTICLE 13 (Unit A)**  
**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 24-hour shift leave of absence (**two ten-hour shifts for employees on the 4-10 schedule**) with full pay shall be granted for personal business during any fiscal 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. It is understood that the day tour will be covered on an overtime basis and the night tour will be included in the daily fallback amount.

**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 **or one ten-hour shift**) 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.

**Section 4 Administrative Leave** The Fire Chief shall have the discretion to place a member of the bargaining unit on paid administrative leave for a period not to exceed 45 calendar days in situations including, but not limited to, the investigation of a Firefighter's conduct, or the Firefighter's involvement in a traumatic event. The period of paid administrative leave may be extended by mutual agreement of the parties. The placement of a Firefighter on paid administrative leave shall not be grievable.

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**ARTICLE 9 (Unit C)**  
**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 24 hour shift leave of **absence (two eight hour shifts for employees on a forty hour schedule)** with full pay shall be granted for personal business during any fiscal 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. It is understood that the day tour will be covered on an overtime basis and the night tour will be included in the daily fallback amount.

**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 **or one eight-hour shift**) 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 **or one eight-hour shift**) 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.

**Section 4 Administrative Leave** The Fire Chief shall have the discretion to place a member of the bargaining unit on paid administrative leave for a period not to exceed 45 calendar days in situations including, but not limited to, the investigation of a Firefighter's conduct, or the Firefighter's involvement in a traumatic event. The period of paid administrative leave may be extended by mutual agreement of the parties. The placement of a Firefighter on paid administrative leave shall not be grievable.

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**ARTICLE 16**  
**NON-OCCUPATIONAL SICK LEAVE**

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

**Section 2. Accrual** Members of the bargaining unit shall accrue one and one quarter (1 ¼) 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, one sick tour shall be equivalent to 12 hours, provided, however, that one tour for the Fire Inspectors and EMS Administrator shall be equivalent to ten (10) hours. When calculating sick leave buy back in accordance with Section 7 below for the Fire Inspectors and EMS Administrator, 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 Fire Inspector or EMS Administrator shall be calculated using the applicable equivalent (ten hours). 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 10 or 12 hour tours) expressed in tours of 12 hours (total hours in bank divided by 12). [NOTE: This is the language that was bargained previously but was not included in the Unit A contract. It was included in the Unit C language.]

**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.**

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 **120-day** ~~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 (**ten-hour shifts for employees on the 4/10 schedule**), or after hospitalization or surgery.

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**ARTICLE 12 (Unit C)**  
**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 hours** ~~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. **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.**

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 **120 day** ~~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 **or 8-hour** shifts, or after hospitalization or surgery.

**FY2021**

Unit A - July 1, 2020										
Step	Weekly Hours	1	2	3	4	5	6	7	8	9
Captain	42	x	x	x	x	x	\$40.05	\$42.05	\$42.91	\$43.79
Lieutenant	42	x	x	x	\$33.98	\$35.40	\$36.84	\$38.70	\$39.47	\$40.26
Firefighter	42	x	\$25.60	\$26.87	\$28.21	\$29.63	\$31.11	\$32.69	\$33.34	\$34.01

**FY2021**

Unit A - July 1, 2020										
Step	Weekly Hours	1	2	3	4	5	6	7	8	9
Fire Inspector	40	x	\$26.87	\$28.20	\$29.62	\$31.10	\$32.64	\$34.29	\$34.99	\$35.69
EMS Administrator	40	x	\$26.87	\$28.20	\$29.62	\$31.10	\$32.64	\$34.29	\$34.99	\$35.69

**FY2021**

Unit C - July 1, 2020										
Step	Weekly Hours	1	2	3	4	5	6	7	8	
Deputy	42	x	x	x	\$42.15	\$44.01	\$45.82	\$48.10	\$50.05	

**FY2021**

Unit C - July 1, 2020										
Step	Weekly Hours	1	2	3	4	5	6	7	8	
Deputy of Operations	<b>40</b>	x	x	x	x	x	\$52.84	\$55.54	\$57.76	

**FY2022**

Unit A - July 1, 2020										
Step	Weekly Hours	1	2	3	4	5	6	7	8	9
Captain	42	x	x	x	x	x	\$40.85	\$42.90	\$43.77	\$44.66
Lieutenant	42	x	x	x	\$34.66	\$36.11	\$37.58	\$39.47	\$40.26	\$41.07
Firefighter	42	x	\$26.11	\$27.41	\$28.78	\$30.23	\$31.73	\$33.35	\$34.01	\$34.69

**FY2022**

Unit A - July 1, 2021										
Step	Weekly Hours	1	2	3	4	5	6	7	8	9
Fire Inspector	40	x	\$27.41	\$28.77	\$30.22	\$31.72	\$33.29	\$34.97	\$35.69	\$36.40
EMS Administrator	40	x	\$27.41	\$28.77	\$30.22	\$31.72	\$33.29	\$34.97	\$35.69	\$36.40

**FY2022**

Unit C - July 1, 2021										
Step	Weekly Hours	1	2	3	4	5	6	7	8	
Deputy	42	x	x	x	\$42.99	\$44.89	\$46.74	\$49.06	\$51.05	

**FY2022**

Unit C - July 1, 2021										
Step	Weekly Hours	1	2	3	4	5	6	7	8	
Deputy of Operations	<b>40</b>	x	x	x	x	x	\$53.90	\$56.65	\$58.92	