

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.

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 1st of the fiscal year, and who have been on approved IOD status for more than thirty (30) days in that fiscal year may have the Town buy back the remainder of their vacation leave, at their regular rate of pay, available as of June 30th of the fiscal year.

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

Section 6. Amount of Paid Vacation Leave Allowance

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

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

- (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.

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 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:

<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	80 hours
Five (5) Years but less than Ten (10) Years	6D 6N	120 hours
Ten (10) Years but less than Twenty (20) Years	8D 8N	160 hours
Twenty (20) or more Years	10D 10N	200 hours

- (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.

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.

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.

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.