

**Memorandum of Agreement
Fiscal Years 2017 - 2019**

Agreement is hereby made this 20 day of September, 2016 by and between the Town of Needham (hereinafter the "Town") and Needham Firefighters Local 1706, IAFF, Units A and C (hereinafter the "Union"). Except as expressly set forth herein, all provisions of the collective bargaining agreements between the Town and the Union, which by their terms are in effect through June 30, 2016, remain in full force and effect.

1. The term of the Agreement shall be July 1, 2016 through June 30, 2019.
2. The base wages contained in Article 25 (Unit A), and Article 22 (Unit C) shall be amended, as follows:

Effective July 1, 2016	2%
Effective July 1, 2017	2%
Effective July 1, 2018	1%
Effective January 1, 2019	1%

In addition, one additional step 2% higher than the maximum rate (step 7) will be added to the F-1, F-2, F-3, F-4 and F-5 pay scales effective July 1, 2016 and one additional step 2% higher than the step 8 rate will be added to the pay scale of F-1, F-2, F-3, effective July 1, 2017. The top step of the F-4 and F-5 pay scales will become a 4% increase over step seven (7) effective July 1, 2017.

Unit A and Unit C Wage Tables Attached
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3. Delete Article 4 (Unit A) and insert in place thereof the following:

**ARTICLE 4
DUTIES - FIREFIGHTERS**

Section 1. Under the supervision and control of the Chief, the Deputy Chief, Captain, or the Lieutenant on watch, to serve during an assigned shift as a member of a firefighting company; to keep in readiness to respond to fire alarms; to attend fires and assist as directed in extinguishing them and in saving lives and property; and to perform other work as required.

Section 2. Work which would normally be performed by a carpenter, plumber, electrician, painter or work involving the repair of radio equipment will be performed by employees covered by this Agreement on a voluntary basis.

Section 3.

- (a) It is agreed that effective with the Town's acquisition of its ambulance, the employees of the Fire Department will operate an ambulance for emergency purposes only.
- (b) The Town shall equalize as nearly as possible, the number of EMT's assigned to each group.
- (c) One member of the bargaining unit shall be designated by the Fire Chief to be EMS Administrator for the department.
- (d) Newly hired firefighters shall be assigned to a training facility, i.e., Mass. Fire Academy, Boston Fire Academy, or a similar facility, mutually agreed upon by both parties, prior to beginning a regular scheduled shift, and shall not be assigned overtime duty until completion of their training.

Section 4. EMT Certification It is a condition of employment that all firefighters appointed after July 1, 1991 must obtain EMT certification during the applicable probationary period, and maintain such certification thereafter. Failure to obtain or maintain certification as an EMT will result in termination from Town service, unless waived by the Fire Chief and Town Manager in extraordinary circumstances.

Section 5. Civilian and/or Joint Police/Fire Dispatch When the Town implements civilian and/or joint Police/Fire dispatching, it may do so subject to the following:

- (a) The Town will not implement any changes to the dispatching system until the implementation of Enhanced 911 in the Town of Needham.
- (b) No one who is a member of bargaining unit A or C on July 1, 1995 will be laid off while a civilian or joint dispatcher is retained.
- (c) Upon implementation of civilian and/or Police/Fire dispatching, the Town will provide each member of bargaining units A and C with a \$100.00 annual payment effective the first day of the fiscal year in which the implementation takes place.

Section 6. Advanced Life Support The Town agrees to upgrade to the Advanced Life Support level of Emergency Medical Services subject to the following conditions:

- (a) If, in the discretion of the Town, the ALS program, or the implementation of the ALS program, shall result in a situation in which the net increase in costs associated with ALS is not offset by a net increase in revenue associated with ALS, or shall be deemed otherwise not financially feasible, the Town may unilaterally discontinue the ALS program or program implementation, which decision shall not be grievable. To the extent that the defibrillation differential remains a separate pay type, the Town will continue to pay the defibrillation differential to those Firefighters who maintain their defibrillation certification, regardless of the Town's ALS status.

- (b) The Town shall have the discretion to determine the appropriate number of Paramedics necessary for the operation of the Emergency Medical Service.
- (c) **Paramedic Certification** Employees hired on the basis of paramedic certification or who received tuition and/or the Paramedic Certification Incentive Payment are required as a condition of employment to maintain the Paramedic Certification thereafter except as set forth in sections (g) and (h) below. Failure to maintain such Paramedic Certification will result in termination from Town service, unless waived by the Fire Chief and Town Manager in extraordinary circumstances.
- (d) The Fire Chief shall have the right to transfer Paramedics from one group to another in order to equally balance out the number of Paramedics per group.
- (e) Notwithstanding any rights already retained by the Town, the Town of Needham may hire future firefighter/Paramedics from the "Paramedic Selective Certification" subject to Civil Service regulations.
- (f) The Town and the Union agree to make every effort to maintain the number of paramedics on duty at any time to be consistent with regulations promulgated by the Commonwealth of Massachusetts Office of Emergency Medical Services (OEMS) as of July 1, 2003. These efforts may include the following as necessary to maintain Advanced Life Support (ALS) service: to require paramedic for paramedic overtime coverage for vacation, sick, personal and other leave categories; to limit swaps requested by paramedics to other paramedics; to limit the number of paramedics on vacation at any time; and to hold-over or call-back paramedics to ensure that the requisite number of paramedics are on duty at all times. These practices will be used on an as-needed basis and shall not be construed for permanent policy changes. Any paramedic called for overtime coverage out of his or her normal rotation will be skipped when his or her name next appears on the normal rotation.
- (g) Firefighter/Paramedics who are promoted in rank or special assignment and thereby removed from the ambulance rotation, and who remain certified, will receive out of rotation paramedic pay in the amount of 4.5%.
- (h) Once and as long as the Town reaches a complement of 32 paramedic in rotation, the most senior paramedic who desires to do so may opt out of the paramedic rotation in accordance with the following:
 - 1. For a paramedic with at least ten years of service as a paramedic in Needham in rotation, no paramedic differential will be paid. In such case, only the 5% EMT differential will be paid.
 - 2. For a paramedic with at least 15 years of service as a paramedic in Needham in rotation, a paramedic differential of 2.25% will be paid, in addition to the 5% EMT differential.

3. For a paramedic with 20 or more years of service, a paramedic differential of 4.5% will be paid in addition to the 5% EMT differential.
4. Paramedics out of rotation must maintain their paramedic certification as a condition of employment.
5. The senior paramedic must make an irrevocable declaration of intent to opt out of the paramedic rotation when notice of the filling of a vacancy is provided to the Union by the Fire Chief. The effective date of the out of rotation status will be the date the new paramedic begins working on the rotation.
6. As of the date of the Agreement, the provisions of the collective bargaining agreement pertaining to stepping down from the paramedic rotation are null and void, with the exception that the three firefighters who have given notice of intent to opt out of the paramedic rotation under the provisions of the collective bargaining agreement dated July 1, 2013 through June 30, 2016.

4. Delete Article 6 Section 7 (Unit A) and insert in place thereof the following:

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.

5. Delete Article 7 Section 9 (Unit A) and Article 6, Section 9 (Unit C), and delete Sections 5 and 6 and insert in place thereof the following:

Section 5.

Detail Rates shall be paid according the following schedule:

Basic Rate	\$48
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Section 6. Details worked for the Town of Needham shall be paid according to the following schedule:

Basic Rate	\$41
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6. Delete Article 12 Section 6 (b) and (c) (Unit A) and Article 8 Section 6(b) and (c) (Unit C) and insert in place thereof the following:

- (b) Vacation leave allowance shall be granted to eligible employees after one year of continuous service, as follows:

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

- (c) Granting of the third, fourth, and fifth vacation weeks to eligible employees with the required length of service shall be made as of July 1 of the fiscal year in which the employee's fifth, tenth or twentieth anniversary occurs, respectively, for use during that fiscal year.

7. Delete Article 13 Section 2 (Unit A) and Article 9 Section 2 (Unit C) and insert in place thereof the following:

“Section 2. Personal Business One 24 hour shift leave of absence 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.”

8. Insert a new Article 13 Section 4 (Unit A) and Article 9 Section 4 (Unit C) as follows:

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.

9. Insert in Article 18 (Unit A) and Article 16 (Unit C) a new section 3 as follows:

Section 3. Footwear Members of the bargaining unit will receive a \$100 payment on or about July 1st of each fiscal year for the purchase of black uniform shoes as approved by the Fire Chief.

10. Delete in Article 25 (Unit A) and Article 22 (Unit C) the section entitled Defibrillation Differential and insert in place thereof the following:

Defibrillation Differential Effective July 1, 2011, a differential of 3% of annual base salary will be paid weekly for certification in defibrillation. Effective January 1, 2017 the 3% "defibrillation differential will be rolled into the base hourly rates.

11. Delete in Article 25 (Unit A) and Article 22 (Unit C) the section entitled Night Differential and insert in place thereof the following:

Night Differential Effective July 1, 2012, all bargaining unit personnel will receive night differential pay equal to 4% of their annual regular base salary to be paid weekly. Effective January 1, 2017 the 4% night differential will be rolled into the base hourly rates.

12. Delete in Article 25 the section entitled EMT-I and Paramedic Training Incentive Pay.

13. Delete in Article 25 (Unit A) and Article 22 (Unit C) the section entitled EMS Administrator and insert in place thereof the following:

EMS Administrator The EMS Administrator, when assigned by the Fire Chief and Town Manager, shall receive an additional 15% of his or her current base pay to be paid weekly. The EMS Administrator shall work a schedule of four, ten hour days as determined by the Fire Chief, and shall be considered out-of-rotation in accordance with Section 6 9g) of Article 4.

14. Delete in Article 25 (Unit A) the section entitled Equipment Mechanic and insert in place thereof the following;

Equipment Mechanic Additional \$250 per month when assigned to and performing the duties of Equipment Mechanic as designated by the Fire Chief. The Equipment Mechanic 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 Equipment Mechanic within 30 days of the posting of the assignment vacancy, the Fire Chief may reassign the duties of the Equipment Mechanic to a civilian employee.

Future vacancies in the Equipment Mechanic assignment will be offered first to members of Unit A.

15. Delete in Article 25 (Unit A) the section entitled Fire Inspector and insert in place thereof the following:

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.

16. Delete in Article 25 (Unit A) and Article 22 (Unit C) the section entitled Cafeteria Plan and insert in place thereof the following:

Cafeteria Plan The Town shall institute a so called "cafeteria plan" in compliance with state law and the Internal Revenue Code. The parties agree that any reasonably incurred administrative expenses will be paid by those employees participating in said plan. The administrative fee charged for other plans will be borne by the participants of those plans. The Town, at its sole option, may terminate non-health insurance cafeteria plans on a Town-wide basis, with 60 days' notice.

17. Insert at the end of Article 25 (Unit A) and Article 22 (Unit C – Second paragraph only) the following:

Hiring Above the Minimum Entrance Rate

1. With prior approval of the Town Manager, the Fire Chief may appoint Firefighters who transfer or are re-employed from other full-time fire departments and who have completed the required academy training, at a step rate higher than the minimum entrance rate. This decision shall not be grievable. The step at which the Firefighter is hired shall be based on the number of complete years of experience he or she has served as a full-time Firefighter, education, references, job responsibilities and experience, and other factors deemed by the Fire Chief to reflect the level of proficiency.
 2. Upon the recommendation of the Fire Chief, the Town Manager may approve the payment of a rate of pay higher than the minimum rate at the time of promotion if such payment would result in an increase in pay determined not to be commensurate with the increase in responsibility at the time of promotion.
18. Article 22 (Unit C) will be amended by deleting first two paragraphs.
 19. Delete Article 30 Section 5 Unit A and Article 30 Section 5 (Unit C) and renumber following sections accordingly.
 20. Insert in Article 30 (Unit A) and Article 30 (Unit C) the following new sections:

Residency Members of the bargaining unit may establish residency in a city or town whose perimeter is within 20 miles of the perimeter of the Town of Needham. Members

of the bargaining unit whose residence on July 1, 2016 is beyond the 20 mile limit shall be grandfathered only for the period that they continue to reside in such city or town.

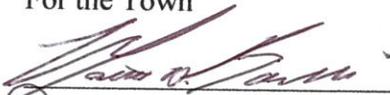
Drug and Alcohol Testing Policy The Association agrees to implement and incorporate into this agreement by reference the Needham Fire Department Drug and Alcohol Testing Policy, dated October 1, 2016.

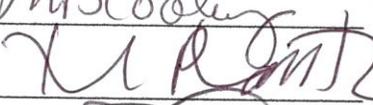
ID Badges Members of the bargaining unit will be issued official Town identification badges which will be carried at all times the employee is on duty.

Direct Deposit The Town is authorized to require that all members of the bargaining unit participate in the direct deposit program.

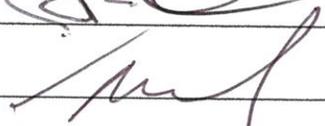
For the Town

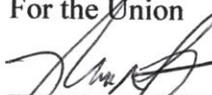
For the Union

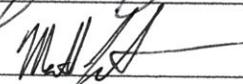


M. B. Cooley


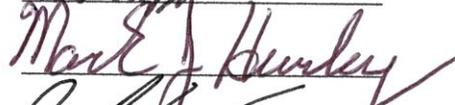


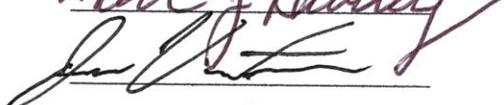






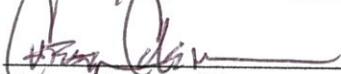




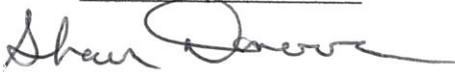


Date: 9/20/2016

Date: 9/19/16



Acting Town Manager/Date



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