

Memorandum of Agreement

Fiscal Year 2024, 2025, 2026

Agreement is hereby made this 4th day of April, 2023 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, 2022, remain in full force and effect.

1. The term of the Agreement shall be July 1, 2023 through June 30, 2026.
2. All Base Wages contained in Article 25 (Unit A) and Article 22 (Unit C) shall be increased as follows:

FY2024 (July 1, 2023)

2.5% increase in base wages

Unit A: 1% increase in top step

Unit C: new Step 9, 1% differential from Step 8

FY2025 (July 1, 2024)

3% increase in base wages

1% increase in top step

FY2026 (July 1, 2025)

3% increase in base wages

1% increase in top step

3. Amend the EMT and Paramedic Differential sections under Article 25 (Unit A) and Article 22 (Unit C) Wages as follows:

EMT Differential Effective July 1, 2008 all registered Emergency Medical Technicians (EMT) shall be granted additional compensation of 5% annual base salary to be paid weekly.

Effective July 1, 2023 all registered Emergency Medical Technicians (EMT) shall be granted additional compensation of 6% annual base salary to be paid weekly.

Effective July 1, 2024 all registered Emergency Medical Technicians (EMT) shall be granted additional compensation of 7% annual base salary to be paid weekly.

Effective July 1, 2025 all registered Emergency Medical Technicians (EMT) shall be granted additional compensation of 8% annual base salary to be paid weekly.

Paramedic Differential Effective July 1, 2008 for certification as a Paramedic, a differential of 11.5% of annual base pay will be paid weekly in accordance with the provisions contained in Article 4 Section 6 of this Agreement for those in the ambulance rotation.

Effective July 1, 2023 for certification as a Paramedic, a differential of 12.5% of annual base pay will be paid weekly in accordance with the provisions contained in Article 4 Section 6 of this Agreement for those in the ambulance rotation.

Effective July 1, 2024 for certification as a Paramedic, a differential of 13.5% of annual base pay will be paid weekly in accordance with the provisions contained in Article 4 Section 6 of this Agreement for those in the ambulance rotation.

Effective July 1, 2025 for certification as a Paramedic, a differential of 14.5% of annual base pay will be paid weekly in accordance with the provisions contained in Article 4 Section 6 of this Agreement for those in the ambulance rotation.

It is understood that firefighters who are certified as paramedics will receive paramedics pay as set forth above, and will not also receive EMT pay.

4. Insert a new Article 4 (Unit C) Advanced Life Support Program as follows:

ARTICLE 4
ADVANCED LIFE SUPPORT PROGRAM

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

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.

The Town shall have the discretion to determine the appropriate number of Paramedics necessary for the operation of the Emergency Medical Service.

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.

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 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.

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 differential that is 4.5% higher than the current EMT differential. Paramedics out of rotation must maintain their paramedic certification as a condition of employment.

5. Amend Article 25 (Unit A) and Article 22 (Unit C) Wages as follows:

Training Stipend (effective the July 1st after the Needham Fire Department is removed from the Civil Service System and in accordance with the provisions of Article 26).

Unit A

<u>EMT</u>		<u>Paramedic</u>	
Captain	\$53.56	Captain	\$76.77
Lieutenant	\$45.10	Lieutenant	\$64.62
Firefighter	\$34.23	Firefighter	\$49.04

Unit C

<u>EMT</u>		<u>Paramedic</u>	
Deputy	\$56.04	Deputy Chief	\$80.33

6. Delete Section 3(d) of Article 4 Duties – Firefighters (Unit A) and insert in place thereof the following:

- (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. **It is agreed that certified paramedics are authorized to work on the ambulance prior to attending the appropriate fire academy. The schedule for paramedics working prior to attending the fire academy shall consist of four 10-hour days as determined by the Fire Chief.**

7. Delete Section 6(e) of Article 4 (Unit A) Duties – Firefighters and renumber following sections accordingly once the Needham Fire Department is removed from the Civil Service System.
8. Amend Section 6(g) of Article 4 Duties – Firefighters (Unit A) as follows:
 - (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 differential that is 4.5% higher than the current EMT differential. **Paramedics out of rotation must maintain their paramedic certification as a condition of employment.**
9. Amend Section 6(h)1, 2 and 3 of Article 4 Duties – Firefighters (Unit A) as follows:
 - (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 senior paramedic opt-out differential will be paid that is 2.25% higher than the current EMT differential, ~~in addition to the 5% EMT differential.~~
 3. For a paramedic with 20 or more years of service, a senior paramedic opt-out differential will be paid that is 4.5% higher than the current EMT differential. ~~in addition to the 5% EMT differential.~~
10. The parties acknowledge the Town’s right to revoke its acceptance of the Civil Service statutes. Subsequent to the Town taking the necessary steps required by law to withdraw from Civil Service, delete Article 5 (Unit A) and Article 4 (Unit C) and insert in Unit A the following:

ARTICLE 5
PROMOTION

Section 1. Applicability This policy applies to promotions to the rank of lieutenant, captain, deputy chief and assistant chief. Promotions are based upon the merits of the individuals and their personal performance in the promotion process.

Section 2. Policy It is the policy of the Needham Fire Department to recommend promotions based upon an employee's training, experience and merit as determined pursuant to this Article. The Town Manager is the Appointing Authority for all employees of the Department.

3. Procedures

- 3.1 The Town will select a vendor to administer promotional examinations and/or assessment centers to qualified candidates who meet the eligibility criteria. The vendor will be experienced in developing and administering promotional exams for municipal Fire Departments. The Union president or designee may participate in the selection process for the vendor.
- 3.2 All components of the exams shall comport with testing standards generally accepted by acknowledged experts in public safety promotional exams, and shall fairly test the knowledge, skills, and abilities that can be practically measured and that are actually required to perform the primary functions of the position of lieutenant, captain, deputy chief, or assistant chief.
- 3.3 The Human Resources Department will post written announcements of any scheduled promotional examination no less than 180 days in advance of the test date and will ensure that such announcements are distributed to eligible candidates. The Department will ensure that eligible employees on leave status will be mailed a copy of the announcement.
- 3.4 The Human Resources Department will ensure that all promotional materials, documents, scores, and completed evaluation forms remain confidential and are kept in a secure location.
- 3.5 The Human Resources Department will maintain copies of active promotional lists.
- 3.6 A recommended list of reading materials from which all questions on the written examination will be taken, will be made available to all personnel no less than 180 days prior to the exam date.
- 3.7 The examinations will be provided without cost to the participating employees.
- 3.8 Examinations
 - 3.8.1 The examination will consist of two components: 1. A written examination covering department policies, procedures, rules and regulations, EMS operations, tactical operations, building construction, tools, equipment, and apparatus, supervisory principles, incident command, etc. (50% weight) and 2. An assessment center (50% weight).
 - 3.8.2 Calculation of Education, Experience and Military Service Credit Points will be

added to the score of the examination for education, experience and military service credit as follows:

Education (Maximum Points 1.5)

Associate's Degree	0.5
Bachelor's Degree	1.0
Master's Degree	1.5

Experience (Maximum Points 1.5)

Greater than Five Years	0.5
Greater than Ten Years	1.0
Greater than 15 Years	1.5

Military Service (Maximum Points 1.0)

Greater than Two Years	0.5
Greater than Four Years	1.0

Education, Experience and Military Service Credit Points will be added at the end of the examination process. Applicants for promotion must receive a passing score on the examination (including both the written examination and the assessment center portion) prior to the addition of these points in order to be considered for promotion.

- 3.8.3 The selected vendor will provide an orientation and training for all eligible candidates for promotion in advance of an assessment center. The assessment center portion of the exam shall be video recorded, and the recording will be made available to the candidate by the Town after the assessment center.
- 3.8.4 The selected vendor shall develop and implement measures to ensure that the judges selected to score the assessment centers are not aware of the identity of the candidates and otherwise provide scores based entirely on the performance of the participants in the assessment center exercises and not in any way based on other factors. No member of the command staff of the Needham Fire Department shall communicate with any of the judges concerning the qualifications of promotional candidates, or the performance of any candidate in any aspect of the written exam or assessment center.
- 3.8.5 Within one week of the completion of any exam, the vendor shall tabulate the total scores of all candidates and create an eligible list in rank order from high to low. The eligible list shall be posted in all locations where departmental notices are customarily posted.

Section 4. Eligibility

- 4.1 To be eligible for promotion to the rank of Lieutenant or Captain, the candidate must be a permanent member of the Needham Fire Department with a minimum of three years of completed service in Needham as of the date of the written examination. To be eligible for promotion to the rank of Deputy Chief and Assistant Chief, the candidate must be a permanent member of the Needham Fire Department with a minimum of two years of service as a lieutenant or captain as of the date of the written examination, and a minimum of ten years of service in the Needham Fire Department.
- 4.2 Promotional Examination for the Rank of Lieutenant and Captain
- 4.2.1 A written exam for lieutenant and captain will be given every two years on or about the first Saturday in November. The passing score on the exam will be seventy (70). If fewer than three (3) individuals achieve a score of seventy (70), the Town is not obligated to make an appointment from the list. The date of the exam may be changed by the Town with 90 days' notice to the Union provided that the new date shall be no sooner than 180 days from the publication of the reading list or more than 210 days from publication of the reading list.
- 4.2.2 Passing the exam will admit candidates to the next phase of the promotion process. Individuals with passing exam scores will remain eligible for promotion from that list until a new list is created.
- 4.3 Promotional Examination for the Rank of Deputy Chief and Assistant Chief
- 4.3.1 A written promotional exam for the rank of deputy chief and assistant chief will be given every two years on or about the first Saturday in November. The passing score on the exam will be seventy (70). If fewer than three (3) individuals achieve a score of seventy (70) on the exam, the Town is not obligated to make an appointment from the list. The date of the exam may be changed by the Town with 90 days' notice to the Union provided that the new date shall be no sooner than 180 days from the publication of the reading list or more than 210 days from publication of the reading list.
- 4.3.2 Passing the exam will admit candidates to the next phase of the promotion process. Individuals with passing exam scores will remain eligible for promotion from that list until a new list is created.
- 4.4 Candidate Selection
- 4.4.1 The Human Resources Department will create a list of candidates ranked from highest score to lowest score. Where the number of promotional appointments to be made is "n," the Fire Chief may make a recommendation for appointment from

the first 3n + 1 persons on the list. The Chief may by-pass a candidate with a higher score on a reasonable and objective basis. It is agreed that a tie score will not be considered a by-pass.

4.4.2 The Town Manager will make the final selection of candidates for promotion based on a recommendation by the Fire Chief.

4.4.3 Candidates who are not selected for promotion will remain eligible for future promotion until a new list is created.

4.5 Provisional Promotion

When there is no active eligible list, the Chief may fill the vacancy on a provisional basis until the next examination.

4.6 Appeal

4.6.1 Within ten (10) business days (Monday through Friday excluding holidays recognized under this Agreement) of the publication of an eligible list, any participant who believes that the exam failed in any way to comply with the requirements of this policy, and that such failure affected the participant's placement on the eligible list, may file a grievance under the Grievance Provisions of the Agreement and the Union shall decide whether to proceed to arbitration over any such grievance.

4.6.2 Within ten (10) business days (Monday through Friday excluding holidays recognized under this Agreement) of notice to the Union of the Town Manager's final selection per Section 4.4.2, any candidate that was by-passed by the selection and believes there was no reasonable and objective basis for the by-pass may file a grievance under the Grievance Provisions of the Agreement and the Union shall decide whether to proceed to arbitration over any such grievance.

4.6.3 If the Union decides to process a grievance to arbitration under 4.6.1 or 4.6.2, it shall do so pursuant to the Expedited Labor Arbitration Rules of the American Arbitration Association. The Union and the Town shall share in the fees and expenses of the AAA and the arbitrator selected to hear such grievance and the arbitrator's decision shall be final and binding.

4.6.4 If there is no appeal or grievance filed, and/or after any appeal or grievance has been finally determined, the eligible list will be deemed to be finalized and shall be used for any promotions to lieutenant, captain, deputy chief or assistant chief until replaced by a subsequent eligible list

11. Once the Department has been removed from the Civil Service system, delete Sections 2 and 3 of Article 8 – Manpower (Unit A), renumber following sections accordingly, and amend Section 4 as follows:

Section 4. Overtime as required for a full tour of duty (10-hour day or 14-hour night), shall be ~~Civil Service firefighters and shall be~~ compensated at the statutory overtime rate.

12. Amend Section 6 of Article 10 (Unit A) Section 6 of Article 13 (Unit C)– Injury on Duty as follows:

Section 6. Injury on Duty Policy Incorporated herein and considered an integral part thereof is the Injury on Duty Management Policy dated ~~May 3, 1995~~ [Date of Select Board vote].

13. Amend section 1 of Article 11 (Unit A) and Article 14 (Unit C) by changing the date of the Injury on Duty policy to [Date of Select Board vote].

14. Amend Section 3 of Article 13 – Authorized Unpaid Leave of Absence (Unit A) as follows:

Section 3. Union Business Upon timely written request, the Town agrees to grant a total of not more than ~~twenty-eight (28)~~ **forty (40)** 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.

15. Amend Article 21 (Unit A) and Article 19 (Unit C) Settlement of Grievances by deleting Section 7 and deleting Section 8 and inserting in place thereof the following:

Section 8. Arbitration Should the grievance remain unsettled after the decision of the ~~Personnel Board~~ **Director of Human Resources**, Local 1706 may, by giving written notice to the Town Manager, submit the grievance to arbitration. Such notice shall be given within fifteen (15) business days from the date of the decision of the ~~Personnel Board~~ **Director of Human Resources**. If such written notice is not given, the grievance shall be deemed to be settled.

And by deleting section 9 of Article 21 (Unit A) and Article 19 (Unit C), renumbering following sections accordingly.

16. Delete in Article 25 (Unit A) and Article 22 (Unit C) Wages the section entitled “Rank Differential.” Delete in Article 25 (Unit A) and Article 22 (Unit C) Wages the section entitled “Compensation Adjustment Option.”

17. Insert in Article 25 (Unit A) and Article 22 (Unit C) a new section as follows:

401A Retirement Plan Effective January 1, 2024 the Town will contribute up to \$500 annually in a two-for-one match to a 401A retirement Plan. For every \$2 contributed by an employee to a Town-sponsored 457 Deferred Compensation Plan, the Town will contribute \$1 to a 401A Plan.

Effective January 1, 2026 the Town will contribute up to \$1,500 annually in a two-for-one match to a 401A retirement Plan. For every \$2 contributed by an employee to a Town-sponsored 457 Deferred Compensation Plan, the Town will contribute \$1 to a 401A Plan.

18. Insert in Article 22 (Unit C) a new section as follows:

Assistant Fire Chief – The Assistant Fire Chief (formerly Deputy Chief of Operations) will be a salaried position ineligible for overtime. The Assistant Chief will be eligible for education pay and EMT/Paramedic pay but no other additional pay types including but not limited to longevity pay and holiday pay.

19. Delete Article 26 (Unit A) and Article 23 (Unit C) Education Incentive Compensation and insert in place thereof the following:

ARTICLE 26

EDUCATIONAL INCENTIVE COMPENSATION

~~**Section 1. — Educational Committee** — There shall be established an Educational Committee (hereinafter referred to as the "Committee") comprised of the Fire Chief, the Town Manager his/her designee, and a member of Local 1706 designated by the Union President. It shall be their responsibility to supervise and implement the programs listed below. They have the following responsibilities:~~

- ~~(a) — Approval of courses, which have been requested by a firefighter, for credit in the Educational Program.~~
- ~~(b) — Certification of credits after submission of proof by a firefighter and authorization for payment of incentive.~~
- ~~(c) — Establishing of In-Service training courses.~~
- ~~(d) — Approval of payment of career pay upon completion of courses.~~

~~**Section 2.** — Members of the bargaining unit as of October 1, 2000 may elect to participate in the Education Incentive Program set forth in this Section, or in Section 3, but not both. Qualifying members of the bargaining unit shall be paid the amounts set forth in this section, in 52 weekly installments:~~

~~For 50% of the credits (30 Semester Hours) necessary for a qualifying Associates Degree or 25% of credits (30 Semester Hours) necessary for a qualifying Bachelor's Degree: _____ \$544.50~~

~~For having earned a qualifying Associate's Degree or 50% of credits (60 Semester Hours) necessary for a qualifying Bachelor's Degree: \$998.25~~

~~For 75% of credits (90 Semester Hours) necessary for a qualifying Bachelor's Degree: \$1,452.00~~

~~For the purposes hereof, a qualifying degree shall mean a degree conferred by an educational institution accredited by the State in which such educational institution is located upon completion of a course of study:~~

- ~~(a) in the field of Fire Science; or~~
- ~~(b) in any field provided that the degree holder has completed such number of credits in areas directly related to Fire Science as is equal to one half the total number of credits required for such degree.~~

~~For the purposes hereof, a qualifying Master's Degree shall mean a Master's Degree conferred by an educational institution accredited by the State in which such institution is located, upon completion of a course of study in the field of public administration, business administration, education, engineering, or any other field if approved in advance by the Education Committee.~~

Section 1. ~~Members of the bargaining unit who have obtained education levels will be paid the educational incentives listed in this section in 52 weekly installments. For the purposes hereof, a qualifying degree shall mean a degree conferred by an educational institution accredited by the State in which such educational institution is located upon completion of a course of study in the field of Fire Science; or in any field provided that the degree holder has completed such number of credits in areas directly related to Fire Science as is equal to one half the total number of credits required for such degree.~~

- (a) **Associate's Degree** Members of the bargaining unit shall be paid 7.5% of base pay for completion of a qualifying Associate's Degree, matriculation in a qualifying Bachelor's Degree program equal to the Associate's Degree level, or for obtaining and maintaining a Construction Supervisor's License, Journeyman Plumber's License, Master Plumber's License, Journeyman Electrician's License or Master Electrician's License.
- (b) **Bachelor's Degree** Members of the bargaining unit shall be paid 15% of base pay for completion of a qualifying Bachelor's Degree.
- (c) **Master's Degree** Members of the bargaining unit shall be paid 15% of base pay for completion of a **qualifying** Master's Degree. ~~in Fire Science.~~

Section 2. For the purposes hereof, a qualifying degree shall mean a degree conferred by an educational institution accredited by the State in which such educational institution is located

upon completion of a course of study:

- (a) in the field of Fire Science, Emergency Management, Fire Administration, Public Administration, Business Administration, Management, Nursing, Paramedicine, and Engineering; or
- (b) Other degree programs may be accepted on a case-by-case basis if deemed job-related by the Town Manager and Fire Chief. Employees may need to show transcripts and coursework completed for degrees in order to have degree deemed job-related.

~~It is agreed that members of the bargaining unit as of October 1, 2000 who are receiving education payment at the Associates Degree/60 credit or 90 credit level, will be entitled to participate in the new education program at the Associates Degree level.~~

Section 3. In Service Training

- (a) An in-service training program shall be conducted within the Fire Service. The program shall provide a minimum of 60 hours off-duty training. ~~To be eligible for the Transitional Career Incentive pay, an individual must satisfactorily complete 40 hours of off duty, in service training for which he/she will be paid time and one half his/her rate of pay in effect at the time of the training session. Credit for courses, which would be duplication of courses received elsewhere may be allowed by the Committee upon written submission of proof of attendance by the individual desiring to receive such credit for other in service courses.~~
- (b) Members of the bargaining unit certified as EMTs shall be eligible for 60 hours of off-duty training annually at their overtime rate of pay. Members of the bargaining unit who are certified as paramedics (on-rotation and off-rotation) shall be eligible for 86 hours of off-duty training annually at their overtime rate of pay. ~~Courses taken for Emergency Medical Training (EMT) recertification shall constitute off duty in service training for the purpose of this Section and the Section below ("Transitional Career Incentive Pay").~~
- (c) ~~Employees attending an Emergency Medical Training (EMT) course during off duty hours shall be compensated for all such hours up to 81 hours at their overtime rates of pay. The Town will reimburse employees for the costs of registration fees and books, if such books are required, incurred in connection with said EMT course. To the extent only that any tuition or course charge is imposed by a hospital where such EMT training is provided, the Town will reimburse the employee. It is expressly understood that the foregoing reimbursement for tuition or course charges will not apply in the case of EMT training at any college or university.~~

- (c) Nothing in this section shall affect on-duty training for which no extra compensation shall be paid.
- (d) Effective the July 1st after the Needham Fire Department has been removed from the Civil Service system, members of the bargaining unit hired before that date may elect to receive the 60 or 86 hours of off-duty training paid at overtime as set forth in section 4(b) or may elect to receive the training stipend as set forth in Article 25 (Unit A) or Article 22 (Unit C) Wages. Members who elect to receive the training stipend cannot elect at a future date to revert back to training paid at overtime. Members of the bargaining unit hired after the July 1st after the Needham Fire Department has been removed from the Civil Service system will receive the training stipend and will not be eligible for the off-duty training hours paid at overtime.
- (e) Members of the bargaining unit who receive the training stipend will be required, as a condition of employment, to complete 60 (EMT) or 86 (paramedic) hours of training annually. Proof of such attendance must be submitted to the satisfaction of the Fire Chief.
- (f) The Fire Chief may authorize off-duty training paid at overtime in addition to the amounts set forth in subsection (b) and subsection (e).

Section 4. Transitional Career Incentive Pay

- (a) To be eligible for the Transitional Career Incentive pay, an individual must satisfactorily complete 40 hours of off duty, in-service training for which they will be paid time and one-half their rate of pay in effect at the time of the training session. Firefighters employed by the Needham Fire Department before October 1, 2009 and who do not receive educational incentive pay and who each year satisfactorily complete 40 hours of off duty in-service training, or its equivalent as determined by the Board, shall be paid career incentive pay for service in the Needham Fire Department as follows:

~~For the fiscal year in which the 5th through 9th service anniversary occurs: \$600~~

~~For the fiscal year in which the 10th through 19th service anniversary occurs: \$1,250~~

For the fiscal year in which the 20th or longer service anniversary occurs: ~~\$2,300~~
\$3,500

- (b) Such payments shall be in lump sum increments ~~as determined by the Committee~~ and shall be rendered on any reasonable dates after July 1 and after completion of the in-service training yearly.

(c) Any incentive pays referred to in Article 26(Unit A) and Article 23 (Unit C) shall not be used to compute holiday or overtime rates. It is agreed and understood that there shall be no duplication of incentive pays referred to in this article.

20. Insert in Article 30/Miscellaneous Provisions (Unit A) and Article 27 (Unit C) a new section as follows:

Section 10 (Unit A)/Section 11 (Unit C). Civil Service Rights Firefighters permanently appointed under Chapter 31 shall preserve all other rights and privileges to which they are entitled by law as a consequence of the Town's departure from Civil Service.

21. Amend section 6 of Article 30 (Unit A) Article 27 (Unit C) Miscellaneous Provisions as follows:

Section 6. Residency Members of the bargaining unit ~~must~~ 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. **The Town Manager and Fire Chief may waive the residency provision in extraordinary circumstances.**

22. Once the Department has been removed from the Civil Service system, insert a new Article 31 (Unit A) and Article 28 (Unit C) Lay-off and Recall as follows:

ARTICLE X **LAY-OFF AND RECALL**

Section 1. Lay-offs shall be made in order of seniority. For purposes of this paragraph, seniority shall be determined by date of permanent appointment to the Department. Subsequent recall shall take place on the same basis. Firefighters shall be eligible for recall for a period of ten calendar years from the effective date of the layoff, unless they decline a recall offer by the Town or fail to respond to a recall offer within thirty (30) calendar days from the date of receipt of the recall notice mailed by the Town to the last known address provided by them to the Town.

Section 2. Recall/Reinstatement Benefits

In the event that a Firefighter is laid off and reinstated, he/she shall be entitled to the following benefits upon return:

(a) Seniority Seniority shall be determined by date of permanent appointment to the Department.

- (b) Longevity The recalled Firefighter shall be entitled to receive credit for prior service for the purposes of longevity payment. The Firefighter's anniversary date for the purposes of longevity payment shall be adjusted by the number of calendar days the Firefighter was separated from his/her permanent position.
- (c) Sick Leave The recalled Firefighter shall be credited with his/her non-occupational sick leave bank as of the time of the lay-off. The Firefighter shall not accrue sick leave during the period that he/she was separated from his/her permanent position.
- (d) Vacation The recalled Firefighter shall be granted credit for prior service for the purposes of vacation. The Firefighter shall not be entitled to vacation for the period that he/she was separated from his/her permanent position. Upon re-hire, the Firefighter shall be granted a proportionate amount of vacation as the number of full calendar months to be worked in the current year bears to the number of calendar months in a year. Partial vacation days shall be rounded up to the closest whole number.
- (e) Step Raises The recalled Firefighter shall be reinstated at the step rate in which he/she was paid at the time of the lay-off. The Firefighter's next step date shall be adjusted by the number of calendar days that he/she was separated from his/her permanent position.

Town of Needham

Needham Firefighters Local 1706

M. Cooley
[Signature]
[Signature]
[Signature]

[Signature]

Date: 4-4-2023

Date: 04 / 04 / 2023

[Signature]
 Town Manager/Date

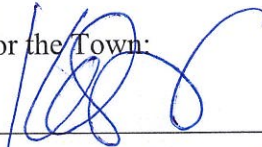
This agreement shall be executed in one or more counterparts, each of which when so executed shall constitute but one and the same instrument

Memorandum of Agreement

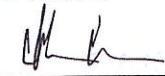
Agreement is hereby made this 4th day of April, 2023 by and between the Town of Needham (hereinafter the "Town") and Needham Firefighters Local 1706, IAFF, (hereinafter the "Union"):

The Town and the Union agree to reopen the collective bargaining agreement to discuss improvements and enhancements to the Advanced Life Support program in the Town, including expansion to paramedic engine companies, options for recruiting and retaining paramedics, and similar items.

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, 2022, remain in full force and effect.

For the Town:


Date: 4-4-2023

For the Union:


Date: 04 / 04 / 2023

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

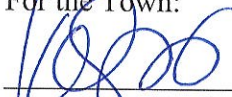
Memorandum of Agreement

Agreement is hereby made this 4th day of April, 2023 by and between the Town of Needham (hereinafter the "Town") and Needham Firefighters Local 1706, IAFF, (hereinafter the "Union"):

The Town and the Union agree that if the Town establishes a public safety/firefighter wellness program, the Union will actively support the program and encourage members to participate.

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, 2022, remain in full force and effect.

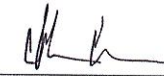
For the Town:



Date:

4-4-2023

For the Union:



Date: 04 / 04 / 2023

