

**Memorandum of Agreement
Fiscal Year 2020**

Agreement is hereby made this 4th day of May, 2020 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, 2019, remain in full force and effect.

1. The term of the Agreement shall be July 1, 2019 through June 30, 2020.
2. All Base Wages contained in Article 25 (Unit A) and Article 21 (Unit C) shall be increased by 2% effective July 1, 2019 and 1% effective January 1, 2020.
3. The term "Board of Selectmen" will be changed "Select Board" wherever it occurs, and all time-dated language will be updated.
4. Article 2, Union Security and Dues Deduction (Units A & C), will be amended as follows:

**ARTICLE 2
UNION SECURITY - DUES DEDUCTION**

Section 1. The Town agrees not to discharge or discriminate in any way against employees covered by this Agreement on account of Union membership or lawful Union activities. Representation by Local 1706 in the capacity of bargaining agent should be available to all firefighters in Unit A covered by this Agreement who are eligible for membership.

~~Effective as of March 8, 1978, employees covered by this Agreement who are not members of the Union shall be required, as a condition of continued employment, to pay to the Union an agency service fee as authorized by Sections 12 of the Massachusetts General Laws, Chapter 150E, as amended, and 17G of the Massachusetts General Laws, Chapter 180.~~

Section 2.

- (a) The Town agrees that through its duly authorized representative in accordance with the provisions of Chapter 180, Section 17A of the General Laws of Massachusetts, as amended, it will request the Town Treasurer to deduct membership dues from the salaries of firefighters who have voluntarily submitted a written authorization in the form set forth below and all other conditions have been complied with as prescribed by said Section 17A.
- ~~(b) The Town agrees that through its duly authorized representative in accordance with the provisions of Chapter 150E, Section 17G of Massachusetts General Laws, it will request the Town Treasurer to deduct the agency service fee referred to in~~

~~Section 1 of this Article from the salaries of firefighters who have voluntarily submitted a written authorization which conforms to the requirements and conditions prescribed by Section 17G of Chapter 150E.~~

- (b e) ~~Dues or agency service fees~~, as aforesaid, will be deducted in equal monthly payments. No such monthly deduction shall be required prior to thirty (30) days from the date of receipt of the appropriate authorization forms as provided for in the preceding paragraphs (a) and (b) of this Section 2. For this purpose, any authorization heretofore furnished the Town shall meet this requirement until revoked in writing.

The amount so deducted will be remitted in accordance with such authorization to Local 1706, provided that the Town shall be under no obligation to make any such deduction after the termination of the term of this Agreement or after the receipt of a revocation, in accordance with the terms thereof.

- (d) Local 1706 shall indemnify and save the Town harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Town in reliance upon documents or cards or other information furnished to the Town by Local 1706 in complying with any of the provisions of this Article. Further, the Town shall incur no liability for loss of dues monies after the Union receives said monies in person from the Town Treasurer.
- (e) Dues Authorization Card.

Dues Authorization Card

TO: Town of Needham
Town Treasurer
Needham, Massachusetts

I hereby request and authorize the Town Treasurer to deduct from my earning and transmit to Local 1706 an amount sufficient to provide for the regular payment of monthly membership dues as certified by Local 1706.

This authorization shall remain in effect (1) until the termination of the Agreement between the Town and Local 1706 for such deductions or, (2) my written revocation of this authorization, which shall become effective 30 days after receipt of such revocation by the Town Treasurer.

I hereby waive all rights and claim for said monies so deducted and transmitted in accordance with this authorization, and relieve the Town and all of its officers and agents from any liability therefore.

Date _____
Signature _____

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.

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

Pay Day ~~The Town may at its option and with at least two weeks advance notice move the pay day from Wednesday to the following Friday which shall thereafter be the regular payday.~~ **The Town will pay employees on Fridays.**

9. Amend Article 30 Section 9 (Unit A) and Article 27 Section 10 (Unit C) as follows:

Direct Deposit The Town is authorized to require that all members of the bargaining unit participate in the direct deposit program. **The Town reserves the right to provide notice of payroll deposit in either a paper or electronic format.**

Town of Needham

Vote of the SPA

[Signature]

Date: 5.12.2020

[Signature]
Town Manager/Date
5.12.2020

Needham Firefighters Local 1706

[Signature]

[Signature]

[Signature]

[Signature] *[Signature]*

Date: 05 / 04 / 2020

[Signature]

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

Address _____

Section 3. Local 1706 or its duly authorized representative will certify to the Town Treasurer in writing the current monthly rate of its membership dues. Local 1706 further agrees that it will notify the Town Treasurer in writing of any changes in the monthly rate of its membership dues at least 60 days prior to the effective date of such change.

5. Article 4 Section 6(a) (Unit A) will be amended as follows:

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.~~

6. Article 4 Section 6(h)6 (Unit A) will be deleted:

~~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.~~

7. 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	\$48 \$51.5
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Section 6. Details worked for the Town of Needham shall be paid according to the following schedule:

Basic Rate	\$41 \$44.50
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Unit A - July 1, 2019

Step	Weekly Hours	1	2	3	4	5	6	7	8	9
Captain	42						\$38.51	\$40.43	\$41.26	\$42.10
Lieutenant	42				\$32.66	\$34.03	\$35.42	\$37.20	\$37.94	\$38.72
Firefighter	42	X	\$24.60	\$25.83	\$27.13	\$28.49	\$29.91	\$31.43	\$32.05	\$32.70

Unit A - January 1, 2020

Step	Weekly Hours	1	2	3	4	5	6	7	8	9
Captain	42						\$38.88	\$40.83	\$41.66	\$42.51
Lieutenant	42				\$32.99	\$34.37	\$35.77	\$37.57	\$38.32	\$39.09
Firefighter	42	X	\$24.85	\$26.09	\$27.39	\$28.77	\$30.20	\$31.74	\$32.37	\$33.02

Unit A - July 1, 2019 (40 Hours)

Step	Weekly Hours	1	2	3	4	5	6	7	8	9
Fire Inspector	40	X	\$25.84	\$27.11	\$28.48	\$29.90	\$31.39	\$32.97	\$33.64	\$34.31
EMS Administrator	40	X	\$25.84	\$27.11	\$28.48	\$29.90	\$31.39	\$32.97	\$33.64	\$34.31

Unit A - January 1, 2020 (40 Hours)

Step	Weekly Hours	1	2	3	4	5	6	7	8	9
Fire Inspector	40	X	\$26.09	\$27.38	\$28.76	\$30.19	\$31.69	\$33.29	\$33.97	\$34.65
EMS Administrator	40	X	\$26.09	\$27.38	\$28.76	\$30.19	\$31.69	\$33.29	\$33.97	\$34.65

Unit C - July 1, 2019

Step	Weekly Hours	1	2	3	4	5	6	7	8
Deputy	42				\$40.52	\$42.31	\$44.05	\$46.25	\$48.12

Unit C - January 1, 2020

Step	Weekly Hours	1	2	3	4	5	6	7	8
Deputy	42				\$40.92	\$42.73	\$44.49	\$46.70	\$48.59

Unit C - July 1, 2019 (40 Hours)

Step	Weekly Hours	1	2	3	4	5	6	7	8
Deputy of Operations	40						\$50.81	\$53.40	\$55.54

Unit C - January 1, 2020 (40 Hours)

Step	Weekly Hours	1	2	3	4	5	6	7	8
Deputy of Operations	40						\$51.30	\$53.92	\$56.08

