

**AGREEMENT BETWEEN**  
**TOWN OF MEDFIELD**  
**and**  
**MEDFIELD PERMANENT FIREFIGHTERS ASSOCIATION,**  
**LOCAL 4478, IAFF, AFL-CIO**

**July1, 2009-June 30, 2011**

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## **AGREEMENT**

Agreement entered into this \_\_\_\_\_ day of **May** of 2010 by and between the Town of Medfield, Massachusetts, hereinafter referred to as the “Employer”, and the Medfield Permanent Firefighters Association, hereinafter referred to as the “MPFA.”

## **ARTICLE I – RECOGNITION**

The Town of Medfield recognizes the MPFA as the exclusive representative for the purposes of collective bargaining relative to wages, hours and other conditions of employment for all permanent, full time firefighters and lieutenants in the Medfield Fire Department, but excluding the positions of Fire Chief, Deputy Fire Chief, on call firefighters of all ranks, all other positions in the Fire Department, all managerial, confidential and casual employees and all other employees. The parties reserve their positions on the inclusion/exclusion of a permanent Captain’s position in the bargaining unit if the position is established.

## **ARTICLE II – MANAGEMENT RIGHTS**

Unless clearly and specifically relinquished, abridged, or limited by this Agreement, the Employer, through its Fire Chief, Town Administrator, Board of Selectmen and/or other appropriate officials as may be authorized or designated to act on its behalf, retains all the rights and prerogatives of municipal management established either by law, including M.G. L. c. 48, § 42, the Medfield Fire Department Rules and Regulations, practice, precedent or other means to manage and control the Fire Department and its employees.

The existing Medfield Fire Department Rules and Regulations shall remain in effect to the extent that they do not expressly conflict with any specific provisions of this agreement; provided the union waives no rights pursuant to M.G.L. c. 150E.

By way of example but not limitation, management retains the following rights:

- To enforce existing rules, regulations, policies and procedures, amend or supplement them;
- To add to or eliminate departments, increase or decrease the number of jobs, including abolishing positions;
- To determine the mission, budget, and policy of the Department;
- To determine the organization of the Department, the number of employees, the positions needed, the work functions to be performed and the technology required to perform them;
- To manage and direct employees of the Department, including determining and implementing personnel policies;

- To determine the numbers, types, grades/ranks of positions or employees assigned to the Department, work project or shift or to any location, vehicle, building, station, facility or task;
- To hire outside contractors to provide Fire Department services; however, the Town will not hire outside contractors to perform any service that, as of June 30, 2007, is performed solely by the members of the bargaining unit;
- To hire employees, including determining initial step placement, up to Step Three (3) based on prior experience or other special qualifications related to the position;
- To assign, including shift and group assignment and the number assigned, to reassign and transfer employees; generally, there will be advance notice of 30 (thirty) calendar days for re-assignment to a different shift or group, but a shorter notice period is sufficient if the Chief determines that it is necessary to the efficient operation of the Department;
- To promote employees, provided that the promotion procedure will include an interview and written examination;
- To determine job duties, descriptions, qualifications and classifications, including but not limited to combined operations for more than one Department, subject to the obligation to bargain changes pursuant to G.L. c. 150E.
- To determine when overtime is necessary, who is qualified to perform it, to require that overtime be performed and to assign overtime; shift overtime will be distributed in a reasonably equitable manner among those qualified to perform it, but involuntary overtime will not be counted against an employee;
- To determine the equipment to be used and the uniforms to be worn in the performance of duties;
- To evaluate the work performance of employees under a written evaluation procedure developed by the Town's Personnel Board;
- To layoff employees based on permanent firefighter service time in the Medfield Fire Department with the employee with the least amount of permanent firefighter service being laid off first. For the twenty four (24) month period following the layoff, if the Town fills the same position, the individual(s) laid off, who continue to be eligible and qualified for their former position, in order of seniority, will be extended one conditional offer of employment for the position. If conditions are met the individual will be reemployed;
- To approve the scheduling of all time off, including without limitation vacation time;
- To take whatever actions may be necessary to carry out the responsibilities of the Department and the Town in situations of emergency;

- To require the truthful cooperation of all employees during investigations, including without limitation investigations which could result in disciplinary action against the employee or others;
- To determine its internal security practices;
- To take actions necessary to comply with state and federal law, regulations or mandates.

The Employer also reserves the right to decide whether, when and how to exercise its prerogatives, whether or not enumerated in this Agreement. Accordingly, the failure to exercise any right shall not be deemed a waiver.

### **ARTICLE III- MEMBERSHIP IN THE MPFA**

- a. In accordance with Massachusetts law, the Employer shall not interfere with, restrain, or coerce employees in the exercise of the rights of self-organization to form, join, or assist the MPFA, to bargain collectively through the MPFA on questions of wages, hours and other conditions of employment, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection.
- b. In accordance with Massachusetts law, the MPFA shall not interfere with, restrain or coerce employees in the exercise of their right not to join or assist the MPFA. The MPFA shall be responsible for representing the interests of all employees without discrimination and without regard to employee organization membership.
- c. Each employee of the Department shall continue to have the right to bring matters of personal concern to the attention of appropriate officials of the Employer in accordance with applicable laws, rules and regulations.

### **ARTICLE IV-DUES COLLECTION**

- a. In accordance with Massachusetts law, the Employer shall deduct from earned wages periodic MPFA membership dues required as a condition of acquiring or retaining membership in the MPFA of those employees who individually authorize such deduction in writing on the form provided by the Employer. The Employer will remit all sums deducted under such check off authorization to the Treasurer of the MPFA together with a list of the employees from whom such dues or fees have been deducted.
- b. The MPFA shall indemnify and save the Employer harmless against any claim, demand, suit or other form of liability that may arise out of or by reason of action, taken or not taken by the Employer for the purpose of complying with this Article, or in reliance on any assignment furnished to the Employer, including but not limited to any proceeding in which the Employer is made a party.

- c. The employer will incur no liability for loss of dues money after the Union representative receives said money in person from the Town Treasurer.

## **ARTICLE V-GRIEVANCE AND ARBITRATION PROCEDURE**

- a. The purpose of this Article is to provide an orderly method for the settlement of a dispute between the parties over interpretation, application or claimed violation of a specific provision of this Agreement. Such a dispute shall be defined as a grievance under this Agreement and must be processed in accordance with the following steps, time limits, and conditions herein set forth. By mutual agreement in writing, the parties can extend time lines and/or combine steps.
- b. Members of the MPFA shall have the right to file grievances. Grievances are defined as problems arising out of the application by the Town of the express provisions of this Agreement as they might affect an employee, or a group of employees with the same problem who are covered by this Agreement. Grievances shall be filed within 20 days from occurrence. All Grievances shall be filed using the attached grievance form. All grievances shall specify:
- the particular contract article and section alleged to have been violated;
  - the facts supporting each alleged violation in reasonable detail;
  - the date each act or omission violating the Agreement is alleged to have occurred; and,
  - the remedy sought for each alleged contract violation.
- c. Grievances shall be processed as follow:

Step 1. The grievance shall be submitted to the Fire Chief. Within fourteen (14) calendar days, the Chief will meet with the Grievant and/or a representative of the MPFA, who shall provide him with any information in support of the grievance. No allowing of a grievance or settlement of a grievance is binding on the Town unless approved by the Town Administrator.

Step 2. If no disposition of the grievance to the satisfaction of the employee has been made in fourteen (14) calendar days after presentation to the Chief, within fourteen (14) calendar days thereafter, the employee and representative of the MPFA shall give written notice to the Town Administrator reciting the intermediate steps taken and submitting a written statement of the grievance and within fourteen (14) calendar days the Town Administrator through its designee shall meet with the MPFA designee and the employee to discuss the matter.

Step 3. If no disposition of the grievance to the satisfaction of the employee has been made in fourteen (14) calendar days after presentation to the Town Administrator,

within fourteen (14) calendar days thereafter, the employee and representative of the MPFA shall give written notice to the Board of Selectmen reciting the intermediate steps taken and submitting a written statement of the grievance and, by the second regular Selectmen's meeting after the grievance is filed with the Board, the Board shall meet with the MPFA designee and the employee to discuss the matter.

Step 4. If at the expiration of the fourteen (14) calendar days following the conclusion of this presentation and discussion, no disposition of the grievance to the satisfaction of the employee has been made and if the grievance is within the definition of the term as contained in this agreement, the MPFA or the Municipal Employer may present the grievance to the American Arbitration Association.

The Arbitrator(s) shall have jurisdiction only over the disposition of the grievance(s) as it arises out of the express terms of this agreement. The arbitration proceeding will be conducted under the rules of the American Arbitration Association. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement. Subject to an appeal under M.G.L. c. 150C, the award shall be final and binding on the Town, the Union and the grievant.

- d. The Municipal Employer and the MPFA shall share the expense of such arbitration service equally, except that each party shall assume the cost of its own presentation before the Arbitrator.
- e. A grievance will be considered waived if the employee and/or MPFA does not pursue it in accordance with the provisions of this Article, including the timelines.
- f. Written submissions of grievances at step 2 shall be in not less than triplicate, on forms to be agreed upon jointly. If a grievance is adjusted at any step of the grievance procedure, the adjustment shall be noted on the form and shall be signed by the employee, the MPFA representative and the Town's representative reaching this adjustment.
- g. Any incident that occurred or failed to occur prior to the effective date of this agreement shall not be subject of any grievance hereunder.

## **ARTICLE VI-CLASSIFICATION OF POSITIONS & PAY SCHEDULE**

- a. Appendix A sets forth the placement on the salary schedule of each member of the bargaining unit as of July 1, 2007 and July 1, 2008.
- b. Each member who has been employed for at least a year will receive a step raise on July 1<sup>st</sup> of each calendar year of this Contract.

c. **Salary Schedule (salary paid in bi-weekly installments):**

<b>Lieutenant/ Firefighter/EMT</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
7/1/2009	23.61	24.35	25.09	25.87	26.67	27.50
7/1/2010	23.61	24.35	25.09	25.87	26.67	27.50
<b>Firefighter/EMT</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
7/1/2009	21.33	21.99	22.62	23.32	24.01	24.75
7/1/2010	21.33	21.99	22.62	23.32	24.01	24.75
	<b>Step 7</b>			<b>Step 8</b>		
				25.47		26.23

For reasons of seniority an order will be set based on the member of the MPFA's hire date as a full time firefighter /EMT for the Town of Medfield. If two or more members are hired on the same date, seniority will be granted to the first candidate considered hired by the Chief of the department.

Maintaining EMT certification is a condition of employment. Each member of the MPFA who maintains the EMT certification for the entire calendar year shall receive an EMT stipend to be paid in the first pay period of December. Effective July 1, 2010 the stipends will be as follows:

EMT-B	\$ 1,250.00
EMT-I	\$ 2,500.00

The full-time EMS Coordinator who serves in the position for the entire calendar year shall receive an annual stipend to be paid in the first pay period of December. The stipend will be as follows:

EMS Coordinator	\$1,650.00
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The EMT and EMS Coordinator stipends will not be included in the calculation of any other compensation, including the overtime rate.

**ARTICLE VII-HOURS OF WORK & OVERTIME**

- a. The schedule shall consist of 24 hours on, 48 hours off, 24 hours on and 96 hours off ("1-2-1-4"). The work week will consist of forty-two (42) hours averaged over an eight (8) week cycle.
- b. The target date for beginning the trial period is on or about July 1, 2010, with the Chief determining the exact date in July.

- c. The accrual of time off and the increments for using time off shall remain the same. The regular work day portion will begin at 8AM and shall remain ten (10) hours. The regular work night portion is and shall begin at 6 p.m. and shall remain fourteen (14) hours. Overtime for shift coverage shall be taken and assigned in 10 and 14 hour segments as currently practiced. No member may work more than 38 consecutive hours, without written approval of the Chief.
- d. The parties recognize an obligation to discuss and/or negotiate other changes for unforeseen circumstances that arise as a result of the transition to and implementation of the 24 hour shift schedule.
- e. During the three month trial period, the Town will have exclusive discretion to determine whether and when the 24 hour shift trial period will end and the work schedule will revert back to the current schedule. This right must be exercised on or before October 1, 2010 by notifying the Union in writing at least 30 days prior to the end date. The Town will not have to justify its decision nor will it have any bargaining obligation related to the ending of the trial period and reversion back to the current work schedule nor will it be grievable, arbitrable or subject to challenge in any forum. Any provisions related to the 24 hour shift will then be incorporated into the parties' 2009-2011 collective bargaining agreement.
- f. In the event that the Town exercises its right to end the trial period, the Town will be obligated to reopen bargaining on the terms of the parties collective bargaining agreement for the period beginning July 1, 2010 if the Union so requests.
- g. There will be no cost to the Town, in the change to or from the 24 hour shift schedule.
- h. If the Town does not end the twenty four hour schedule pursuant to Section III, E. and either party to this agreement seeks to terminate the twenty-four (24) hour shift schedule, and return to the prior schedule, it shall, on or before May first of the fiscal year preceding the fiscal year for which such termination is sought, give notice to the other party of its intent to terminate said twenty-four (24) hour shift schedule. If the party receiving such notice disagrees with the notice seeking to terminate said twenty-four (24) hour shift schedule, it must notify the other party of its disagreement. The parties shall promptly meet to discuss their disagreement and to determine whether the concerns of the parties seeking to terminate the twenty-four (24) hour can be resolved through negotiation. If the parties are unable to resolve such disagreement, either party may submit this matter to the mediation/arbitration procedures set forth below which shall govern and take precedence over the grievance and arbitration provision of the contract.
- i. The mediator/arbitrator selected shall immediately meet with the parties in order to mediate and resolve the disagreement over the twenty-four (24) hour shifts. If such mediation is unsuccessful, the arbitrator shall immediately thereafter convene an expedited arbitration. The mediator/arbitrator shall only have the authority to decide whether or not the twenty-four (24) hour shift shall remain in effect for the next fiscal year with or without any modifications of said schedule. The arbitrator shall terminate the twenty-four (24) hour schedule for the next fiscal year if he finds that maintaining the twenty-four (24) hour

schedule is not in the best interests of the Town of Medfield. In making this determination the arbitrator shall consider

- a. The financial cost of maintaining the twenty-four (24) hour schedule;
  - b. Whether the twenty-four (24) hour shift schedule has adversely affected the operations of the department, including overtime costs and sick leave utilization;
  - c. How the twenty-four (24) hour shift schedule has affected the morale of the Department;
  - d. How the twenty-four (24) hour shift schedule has affected the training needs of the department.
- j. The arbitrator may consider other factors so long as such factors relate to the efficacy of the twenty-four (24) hour schedule.
  - k. Pending the decision of the arbitrator, which decision shall, if possible, be made before the end date sought, the status quo shall be maintained. The decision of the arbitrator shall not preclude either party from invoking this procedure for rescinding the twenty-four (24) hour shift schedule in a subsequent fiscal year.
  - l. Members of the MPFA shall have their overtime rate considered to be one & one half of his/her regular hourly rate as set forth in Article VI Section c.
  - m. For purposes of determining overtime obligations under the Fair Labor Standards Act (“FLSA”), the Department operates under a 28 day work period, meaning it is not obligated to pay overtime until a member has worked 171 hours in the 28 day period.
  - n. All hours in excess of the regular scheduled work week of any member of the MPFA covered by this agreement shall be considered overtime and paid at time and one-half of the members’ hourly rate.
  - o. Members of the MPFA who respond to a call for additional help during their off duty hours shall be compensated at the overtime rate with a two (2) hour minimum being credited provided that arrival at the call is within fifteen minutes. Firefighters who arrive after fifteen minutes, but while the incident is in progress, shall be paid hour for hour. Work performed over the two (2) hour minimum shall be paid to the next highest half hour.
  - p. Members of the MPFA who are required to work more than 15 minutes prior to or after a scheduled shift will be paid hour for hour at his or her respective overtime rate to the nearest half hour. This does not include call outs.
  - q. Generally, members of the MPFA shall have first refusal on all extra shifts coverage, details and extra duty. The Union recognizes the Chief’s discretion to assign the work otherwise in those instances where it would be more efficient to do so, i.e., a call firefighter is readily available to perform a brief assignment. Unfilled work may be offered to members of the call department or out of town fire fighters/EMT’s.
  - r. All paid details will be paid hour for hour, with a two hour minimum, at the detail rate of time and one-half the member’s hourly rate.

## **ARTICLE VIII-HOLIDAYS**

- a. Members of the MPFA shall be paid for each of the following holidays. If the Personnel By-Law is amended to add another paid holiday for all Town employees, the holiday will be added to the list below.

New Year's Day	Memorial Day	Veteran's Day
Martin Luther King Day	Independence Day	Thanksgiving Day
Washington's Birthday	Labor Day	Christmas Day
Patriots Day	Columbus Day	

- b. Effective July 1, 2008, members of the MPFA shall be paid ten and a half (10.5) hours of straight time for the holiday.

## **ARTICLE IX-VACATIONS**

- a. Effective January 1, 2008, the following annual vacations with pay will be granted to all members of the MPFA.

1. **First Year:**

Members of the MPFA will accrue eight (8) hours of vacation time for each month worked to a maximum of ninety six (96) hours earned in the first year of employment.

2. **Subsequent Years:**

Following the first full year of employment, members of the MPFA will accrue vacation time as follows:

1 year to 5 years	96 hours
5 years to 10 years	144 hours
10 years and over	192 hours

- b. After the first year of employment, accrual will be as of January 1st, except on the 5<sup>th</sup> and 10<sup>th</sup> year anniversary date when additional hours earned will be granted on anniversary date.
- c. Vacation hours cannot be carried over from year to year except under unusual circumstances and with the approval of the Fire Chief. Any hours allowed to be carried over shall be used by September 30<sup>th</sup> of the following year.

In the case of retirement, resignation, or termination of employment, the employee shall be paid for all accrued vacation still on the books.

- d. The additional accrued vacation time for each member for calendar year 2008 based on the new accrual formula set forth above, which will be bought back by the Town, is set forth in Appendix B. Payment shall be made during July, 2009.

## **ARTICLE X-SICK LEAVE**

- a. For record keeping purposes only, the sick leave that each current MPFA member had accrued as of January 1, 2009 pursuant to the formula and terms set forth in this article is set forth in Appendix D.
- b. Upon completion of 30 days of full-time active employment, a member of the MPFA shall be allowed ten (10) hours of sick leave per month for each month of employment completed in any given calendar year provided such leave is caused by sickness or injury or by any exposure to contagious disease. For purposes of administration, in subsequent years after the first full year of employment, eligible employees will be credited with 120 (one hundred and twenty) hours of sick leave as of January first of each year.
- c. An employee in continuous employment shall be credited with the unused portion of sick leave granted under section (b) up to a maximum of twelve hundred (1200) hours. Upon retirement or death, payment shall be made to the employee or the employee's estate for 30% of those hours accumulated over seven hundred and twenty (720) hours.
- d. If the amount of sick leave credit provided for under subsection (b.) has been, or is to be exhausted, the employee may make application for additional allowance to that provided under (b.). Such application shall be made to the Fire Chief, who is authorized to grant such to advance additional allowance as it may determine to be equitable after reviewing all circumstances including the employee's attendance and performance record prior to conditions supporting his/her request for additional allowance. Decision of the Fire Chief is not grievable or arbitrable.
- e. Sick leave must be reported to on-duty personnel as soon as possible but in no event later than thirty minutes before the start of his work shift each day the employee will be absent.
- f. The Chief will determine whether a member is eligible for sick leave provided that the Chief will only exercise his authority to require medical documentation pertaining to the sick leave if he has a reasonable suspicion that the employee's absence is not caused by personal illness that renders the employee that renders the employee unable to perform his duties. The Chief will not exercise his authority in an unreasonable fashion. This provision is subject to Side Letter 2, attached to this agreement.
- g. Sick leave shall not be available for illness or disability that resulting from the use of alcohol and/or non-prescribed drugs provided that this shall not apply to circumstances where the employee seeks the assistance of the Town before the alcohol or drug has an impact on the employee's performance of his job duties and the sick leave is part of a Town-approved treatment program.

## **ARTICLE XI-PERSONAL LEAVE**

Effective January 1, 2009, members of the MPFA, upon completion of 30 days regular full-time employment, employees shall be allowed 2.6 hours of personal time off with pay for each completed month of service. Such personal time must be taken within 1 year of being earned, and scheduled with the approval of the Fire Chief. For purposes of administration, in subsequent years of employment after the first full year of employment, eligible employees will be credited with (31.5) thirty one and a half hours of personal time, effective January first of each year.

### **ARTICLE XII-COURT TIME**

- a. A member of the MPFA who is called for jury duty shall be paid by the Town as required under Massachusetts General Law.
- b. Members of the MPFA who are required by the Department to appear in the District Courts, Superior Courts or Civil Courts of the Commonwealth for criminal or civil business (other than grievances or Association business) at other than their regularly scheduled working hours, when the appearance is required as a result of the employee's performance of his regular duties, shall be guaranteed three (3) hours pay at the overtime rate. All time in excess of three (3) hours shall be compensated at the next highest hour.

### **ARTICLE XIII-BEREAVEMENT LEAVE**

Members of the MPFA shall be offered a maximum of three (3) shifts leave with pay for the purpose of making arrangements and attending the funeral of a members immediate family as defined in the Medfield Personnel Plan, i.e. mother, father, mother-in-law, father-in-law, sister, brother, spouse, child, and grandparents of the employee. Employees are only eligible for paid bereavement time if the process of making arrangements and attending the funeral occurs during a regularly scheduled shift. Additional time may be granted at the discretion of the Fire Chief. If the times allowed are not needed it is expected that the member will return to his/her duties as soon as possible.

### **ARTICLE XIV-LONGEVITY**

Members of the MPFA shall receive an annual longevity payment of \$250.00 after five years (5) continuous regular full-time employment plus \$50.00 for each additional year up to a total maximum of \$1,000.00, Payable on the 1<sup>st</sup> payday of December. Longevity shall not be included for the purpose of overtime calculation.

### **ARTICLE XV-UNIFORMS & EQUIPMENT**

- a. The Town of Medfield, through its Fire Chief or some other person designated by him, shall supply a complete uniform to all new members admitted to the Department as a permanent member. The Town shall also supply a complete set of Personal Protective Equipment needed for the duties of a firefighter / EMT.
- b. The town shall annually allow \$500 to each permanent firefighter/EMT for the replacement of shift uniforms. The Chief of the Fire Department shall administer the uniform allowance.
- c. The Town shall annually pay to each member of the MPFA a uniform cleaning allowance of \$300 payable the first pay period in December.
- d. If a member's uniform is damaged beyond repair while the member is on duty that portion of the uniform shall be replaced without being charged to the member's annual allowance.

## **ARTICLE XVI-TRAINING**

- a. A member of the MPFA attending any training class related to the fire or EMS service shall be compensated for the time spent at the class with a minimum of two (2) hours pay. Any class over the two (2) hour minimum will be paid for the actual class time. All training shall be paid at the overtime rate. All members must get approval from the Chief to attend any class. Payment for any class must be pre-approved by the Chief and is at the discretion of the Chief. Members of the MPFA will not be compensated for any costs associated with or required for the recertification of EMT stipends or any other licenses.
- b. Members attending training or classes approved/required by the Fire Chief shall be given shift coverage for the hours the training or class conflicts with his/her regularly scheduled shift. Following the training the employee shall report back to the station for the remainder of his/her shift.

## **ARTICLE XVII-INJURED LEAVE**

An employee incapacitated for duty because of sickness, injury or disability sustained in the performance of their duty without fault on their part shall be granted injured leave without loss of pay or other compensation for the period of such incapacity pursuant to G.L. c. 41, §§ 100 and 111F as modified hereunder and subject to the provisions of this Article.

Members shall notify the Chief immediately of any such illness or injury.

The Fire Chief will determine whether a member is eligible for injured leave and when a member is no longer eligible for injured leave. The Chief may require medical documentation in determining whether to allow the leave or whether to end the leave. The documentation may include without limitation the member's medical and treatment records related to the injury. The Chief shall consider all pertinent information including medical evidence in making his

decision and his decision shall not be arbitrary and capricious.

The Fire Chief may also order a member to attend an evaluation by a Town designated physician or specialist designated by the Chief provided that such evaluation is scheduled, if an appointment is available, within thirty(30) calendar days of when the Chief receives the claim for injured leave, including any initial documentation from the employee's physician related to the claimed injury. In addition, the Chief may require an examination by the Town physician to determine fitness to return to duty.

Nothing in this provision shall be interpreted to preclude the employee from receiving treatment from the employee's physician.

### **ARTICLE XVIII-DISCIPLINE**

The Employer may take disciplinary action, up to and including dismissal, against an employee, but no employee will be demoted, suspended without pay or dismissed except for just cause

### **ARTICLE XIX – UNION BUSINESS**

One(1) Union Delegate shall be allowed time off without loss of pay for the purpose of attending a national/statewide union conference every other year for up to a maximum of four (4) days.

### **ARTICLE XX – PROBATIONARY PERIOD**

Any newly hired full-time fire fighter shall be deemed to be on probation for a period of twelve (12) months from the date of appointment as a full-time firefighter. Full-time firefighters will accrue vacation, sick, and personal leave, as prescribed in this agreement, during this probationary time but will not be eligible to use any of the accrued time until completion of three (3) months employment. This probationary period may be extended by mutual agreement between the Employer and the Union. During the probationary period or any extension, the Employer may discipline, suspend or dismiss a probationary member without any recourse by the Union and without any recourse by the employee under the Contract.

### **ARTICLE XXI– NO STRIKE**

- a. No member of the bargaining unit shall engage in, induce or encourage any strike, work stoppage, slowdown, sick out, picketing, sympathy strike, or other withholding of services from the Town, including so-called work-to-rule, refusal to perform in whole or in part duties of employment, however established, and the withholding of overtime services.
- b. The MPFA agrees that neither the MPFA nor any of its officers, agents or members, nor any fire fighter or employee covered by this Agreement, will call, institute, authorize, participate in or sanction any strike, work stoppage, slowdown, sick out, picketing, sympathy strike, or

other withholding of services from the Employer, including so-called work-to-rule, refusal to perform in whole or in part duties of employment, however established, and the withholding of overtime services, including upon termination of this Agreement.

- c. The MPFA agrees further that should any fire fighter or employee or group of fire fighters or group of employees covered under this Agreement engage in any such job action, the Union shall forthwith disavow such activity, refuse to recognize any picket line established in connection therewith, and take all reasonable means to induce such fire fighter or employee or group of fire fighters or group of employees to terminate such job action.
- d. Violation of this Article or refusal to cross any picket line in the performance of duty will be a violation of this Agreement and will be just cause for disciplinary action by the Town against a fire fighter or employee, and such other action that the Town may deem appropriate.
- e. The Town may, in addition to the remedies under Chapter 150E of the Massachusetts General Laws or this Agreement, file an action in the court of appropriate jurisdiction to enforce this Article.

## **ARTICLE XXII- MISCELLANEOUS**

Each member of the bargaining unit will receive a copy of the Department's Rules and Regulations, Policies and Procedures and any changes and sign for them if asked to do so by the Chief. Each member is obligated to know them and abide by them but the signatures shall not waive any right that the Union may have to challenge any change.

## **ARTICLE XXIII-AMENDMENTS**

All articles of this agreement may be amended at any time during the duration of this contract if mutually agreed upon in writing by the Town of Medfield and members of the MPFA.

## **ARTICLE XXIV-STABILITY OF AGREEMENT**

- a. This Agreement incorporates the entire understanding of the parties on all issues that were or could have been the subject of negotiations. Any benefit not specifically included in this Agreement expressly or by reference, including without limitation provisions of the Medfield Personnel Administration Plan, is not a part of the Agreement.
- b. The failure of the Town or the Union to insist, in any one or more instances, upon performance of any of the terms or conditions of the Agreement shall not be considered as a waiver or relinquishment of the right of the Town or Union to future performance of any such term or

condition and the obligation of the Union or Town to such future performance shall continue in full force and effect.

- c. No amendment, alteration or variation of the terms of this Agreement shall bind the parties unless it is made in writing and executed by the Union and the Board of Selectmen or its designee.

#### **ARTICLE XXV- SAVINGS CLAUSE**

Should any provision of this Agreement or any supplement thereto become invalid by an act of the Legislature or decision of a court or tribunal of competent jurisdiction, or if compliance with enforcement of any such provisions should be restrained by any court, all other provisions of this Agreement and any supplement thereto shall remain in force, and the parties shall negotiate for a satisfactory replacement for any such provision.

#### **ARTICLE XXVI- DURATION**

This Agreement shall be in effect from July 1, 2009 through June 30, 2011 and shall continue thereafter until a successor agreement is reached by the parties or completion of the dispute resolution process pursuant to M.G.L. c. 150E.

**MEDFIELD PERMANENT  
FIREFIGHTERS ASSOCIATION  
LOCAL 4478, IAFF, AFL-CIO**

**TOWN OF MEDFIELD**

Dated:

Dated:

**Appendix A**  
**Grievance Form**  
**International Association of Firefighters**  
**Local 4478**

To: \_\_\_\_\_  
(Name of Organization)

From: \_\_\_\_\_  
(Last Name) (First Name) (Middle Initial)

Rank: \_\_\_\_\_

Submit The Following Grievance, Which Occurred On: \_\_\_\_\_  
(Date)

Against (Official Involved): \_\_\_\_\_

As a Violation of (Cite Sections of Contract): \_\_\_\_\_

The Acts Pertaining to Said Grievance Are as Follows: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Suggested Corrections: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Signature Union Official)

(Signature of Employee)

Action Taken

By the Union	(Approval to Process)	Date: _____
	Submitted to Step 1	Date: _____
First Step:	(No Satisfaction)	Date: _____
	Submitted to Step 2	Date: _____
Second Step:	(No Satisfaction)	Date: _____
	Submitted to Step 3	Date: _____
Third Step:	(No Satisfaction)	Date: _____
Fourth Step:	Award of Arbitration	Date: _____

### **SIDE LETTER 1**

If, during the term of this Contract, the Town decides that the Fire Department should provide ALS/paramedic service, there shall be negotiations limited to negotiating rates of pay and other benefits and conditions of employment associated with ALS/paramedic service.

### **SIDE LETTER 2**

If the Union believes that the Fire Chief has abused his authority with respect to requesting medical documentation related to a firefighter's sick leave absence, it may require the Town to reopen this Agreement to engage in further bargaining with respect to Article X, section f. If the parties are unable to resolve any dispute through bargaining, the issue shall be submitted to interest arbitration for a binding determination.

