

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

**July 1, 2022 to June 30, 2025**

## TABLE OF CONTENTS

|                       |   |           |
|-----------------------|---|-----------|
| <b>Article I</b>      | <b>Recognition</b>                                  | <b>2</b>  |
| <b>Article II</b>     | <b>Management Rights</b>                            | <b>2</b>  |
| <b>Article III</b>    | <b>Membership in the MPFA</b>                       | <b>3</b>  |
| <b>Article IV</b>     | <b>Dues Collection</b>                              | <b>4</b>  |
| <b>Article V</b>      | <b>Grievance and Arbitration Procedure</b>          | <b>4</b>  |
| <b>Article VI</b>     | <b>Classification of Positions and Pay Schedule</b> | <b>6</b>  |
| <b>Article VII</b>    | <b>Hours of Work and Overtime</b>                   | <b>8</b>  |
| <b>Article VIII</b>   | <b>Holidays</b>                                     | <b>9</b>  |
| <b>Article IX</b>     | <b>Vacations</b>                                    | <b>10</b> |
| <b>Article X</b>      | <b>Sick Leave</b>                                   | <b>11</b> |
| <b>Article XI</b>     | <b>Personal Leave</b>                               | <b>12</b> |
| <b>Article XII</b>    | <b>Court Time</b>                                   | <b>12</b> |
| <b>Article XIII</b>   | <b>Bereavement Leave</b>                            | <b>13</b> |
| <b>Article XIV</b>    | <b>Longevity</b>                                    | <b>13</b> |
| <b>Article XV</b>     | <b>Uniforms and Equipment</b>                       | <b>13</b> |
| <b>Article XVI</b>    | <b>Training</b>                                     | <b>13</b> |
| <b>Article XVII</b>   | <b>Acting Pay</b>                                   | <b>15</b> |
| <b>Article XVIII</b>  | <b>Injury Leave</b>                                 | <b>15</b> |
| <b>Article XIX</b>    | <b>Discipline</b>                                   | <b>16</b> |
| <b>Article XX</b>     | <b>Union Business</b>                               | <b>16</b> |
| <b>Article XXI</b>    | <b>Probationary Period</b>                          | <b>16</b> |
| <b>Article XXII</b>   | <b>No Strike</b>                                    | <b>16</b> |
| <b>Article XXIII</b>  | <b>Miscellaneous</b>                                | <b>17</b> |
| <b>Article XXIV</b>   | <b>Amendments</b>                                   | <b>17</b> |
| <b>Article XXV</b>    | <b>Stability of Agreement</b>                       | <b>17</b> |
| <b>Article XXVI</b>   | <b>Savings Clause</b>                               | <b>18</b> |
| <b>Article XXVII</b>  | <b>Duration</b>                                     | <b>18</b> |
| <b>Article XXVIII</b> | <b>Workplace Drug And Alcohol Policy</b>            | <b>18</b> |
| <b>Article XXIX</b>   | <b>Annual Performance Evaluations</b>               | <b>20</b> |
| <b>Article XXX</b>    | <b>Educational Benefit Stipend</b>                  | <b>20</b> |
| <b>Article XXXI</b>   | <b>Physical Fitness Incentive</b>                   | <b>20</b> |
| <b>Article XXXII</b>  | <b>Residency Requirement</b>                        | <b>21</b> |
| <b>Article XXXIII</b> | <b>Health Care Screening</b>                        | <b>21</b> |
| <b>Appendix A</b>     | <b>Grievance Form</b>                               | <b>23</b> |

## **AGREEMENT**

Agreement entered into this \_\_\_\_\_ day of **June, 2022** 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 captains 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;
- 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. Fire Chief shall provide a response to the grievance in writing. 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. Town Administrator shall provide a response to the grievance in writing.

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

| FF/EMT   | Step 1   | Step 2   | Step 3   | Step 4   | Step 5   | Step 6   | Step 7   | Step 8   |
|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| 7/1/2022 | \$ 27.65 | \$ 28.45 | \$ 29.22 | \$ 30.08 | \$ 30.92 | \$ 31.84 | \$ 32.70 | \$ 33.63 |
| 7/1/2023 | \$ 28.43 | \$ 29.26 | \$ 30.06 | \$ 30.94 | \$ 31.81 | \$ 32.75 | \$ 33.64 | \$ 34.60 |
| 7/1/2024 | \$ 29.25 | \$ 30.10 | \$ 30.92 | \$ 31.82 | \$ 32.72 | \$ 33.69 | \$ 34.61 | \$ 35.59 |

| FF/AEMT  | Step 1   | Step 2   | Step 3   | Step 4   | Step 5   | Step 6   | Step 7   | Step 8   |
|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| 7/1/2022 | \$ 28.57 | \$ 29.37 | \$ 30.14 | \$ 31.00 | \$ 31.84 | \$ 32.76 | \$ 33.62 | \$ 34.55 |
| 7/1/2023 | \$ 29.35 | \$ 30.18 | \$ 30.98 | \$ 31.86 | \$ 32.73 | \$ 33.67 | \$ 34.56 | \$ 35.52 |
| 7/1/2024 | \$ 30.17 | \$ 31.02 | \$ 31.84 | \$ 32.74 | \$ 33.64 | \$ 34.61 | \$ 35.53 | \$ 36.51 |

| FF/MEDIC | Step 1   | Step 2   | Step 3   | Step 4   | Step 5   | Step 6   | Step 7   | Step 8   |
|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| 7/1/2022 | \$ 30.17 | \$ 30.97 | \$ 31.74 | \$ 32.60 | \$ 33.44 | \$ 34.36 | \$ 35.22 | \$ 36.15 |
| 7/1/2023 | \$ 30.95 | \$ 31.78 | \$ 32.58 | \$ 33.46 | \$ 34.33 | \$ 35.27 | \$ 36.16 | \$ 37.12 |
| 7/1/2024 | \$ 31.77 | \$ 32.62 | \$ 33.44 | \$ 34.34 | \$ 35.24 | \$ 36.21 | \$ 37.13 | \$ 38.11 |

| CAPT/EMT | Step 1   | Step 2   | Step 3   | Step 4   | Step 5   | Step 6   |
|----------|----------|----------|----------|----------|----------|----------|
| 7/1/2022 | \$ 36.14 | \$ 36.83 | \$ 37.53 | \$ 38.25 | \$ 38.99 | \$ 39.74 |
| 7/1/2023 | \$ 37.19 | \$ 37.90 | \$ 38.62 | \$ 39.36 | \$ 40.11 | \$ 40.89 |
| 7/1/2024 | \$ 38.26 | \$ 38.99 | \$ 39.74 | \$ 40.50 | \$ 41.28 | \$ 42.07 |

| <b>CAPT/<br/>AEMT</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> |
|-----------------------|---------------|---------------|---------------|---------------|---------------|---------------|
| 7/1/2022              | \$ 37.06      | \$ 37.75      | \$ 38.45      | \$ 39.17      | \$ 39.91      | \$ 40.66      |
| 7/1/2023              | \$ 38.11      | \$ 38.82      | \$ 39.54      | \$ 40.28      | \$ 41.03      | \$ 41.81      |
| 7/1/2024              | \$ 39.18      | \$ 39.91      | \$ 40.66      | \$ 41.42      | \$ 42.20      | \$ 42.99      |

| <b>CAPT/<br/>MEDIC</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> |
|------------------------|---------------|---------------|---------------|---------------|---------------|---------------|
| 7/1/2022               | \$ 38.66      | \$ 39.35      | \$ 40.05      | \$ 40.77      | \$ 41.51      | \$ 42.26      |
| 7/1/2023               | \$ 39.71      | \$ 40.42      | \$ 41.14      | \$ 41.88      | \$ 42.63      | \$ 43.41      |
| 7/1/2024               | \$ 40.78      | \$ 41.51      | \$ 42.26      | \$ 43.02      | \$ 43.80      | \$ 44.59      |

Effective July 1, 2021 the rank of Lieutenant will be replaced with Captain. It is mutually agreed between the Employer and the MPFA that the Captain/EMT position will be included in the Bargaining Unit and members of the MPFA.

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.

### **EMT Certification**

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. EMT-P certification and Massachusetts license as a Paramedic is a condition of employment for all members hired on or after July 1, 2014. Effective July 1, 2022 the Fire Chief may offer employment to a FF/Paramedic candidate still enrolled in Paramedic School. Successful completion of Paramedic certification and MA licensure must take place within six (6) months of date of hire.

Effective July 1, 2022 the stipends will be as follows:

|       |             |
|-------|-------------|
| EMT   | \$ 3,000.00 |
| AEMT  | \$ 5,000.00 |
| EMT-P | \$ 8,500.00 |

Effective July 1, 2022 the EMT, AEMT, and EMT-P stipend shall be included in the calculation of the member's hourly rate.

The Chief may assign an EMT-P to perform ALS/EMS Coordinator duties determined by the Chief, including those duties currently performed by the EMS Coordinator. The stipend shall be prorated for any portion of the calendar year during which the services are provided. The stipend will compensate the ALS/EMS Coordinator for all duties assigned by the Chief related to the Department providing ALS/EMS Services. Effective July 1, 2018 to be paid in the first pay period in December the stipend will be as follows:

|                     |            |
|---------------------|------------|
| ALS/EMS Coordinator | \$3,000.00 |
|---------------------|------------|

The EMT/ALS and EMS/ALS Coordinator stipends will not be included in the calculation of any other compensation, including the overtime rate.

### **Firefighter Certification**

Certification is the verification that a candidate has successfully completed an evaluation of his/her knowledge, skills and abilities against the national standard. To be eligible for the following certifications stipend, you must be certified to NFPA 1001 Firefighter 1 and 2 through Pro-Board or another governing body as approved by the Fire Chief. The maximum amount paid is \$1,000 annually and will be paid in the first pay period in December. The stipend will not be included in the calculation of any other compensation including the overtime rate.

|                   |          |
|-------------------|----------|
| Fire Officer 1    | \$250.00 |
| Fire Officer 2    | \$250.00 |
| Fire Instructor 1 | \$250.00 |
| Fire Instructor 2 | \$250.00 |

### **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 average over an eight (8) week cycle.
- b. The accrual of time off and the increments for using time off shall remain the same. The regular work day portion will begin at 8 am and shall remain ten (10) hours. The regular work night portion is and shall begin at 6 pm. and shall remain fourteen (14) hours. Overtime for shift coverage shall be taken and assigned in 10 and 14 hours segments as currently practiced. No member may work more than 38 consecutive hours, without written approval of the Chief.
- c. 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.

- d. 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 212 hours in the 28 day period.
- e. 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.
- f. 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.
- g. 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.
- h. 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.
- i. 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.
- j. Shift assignments can be made, or changed, in the exclusive discretion of the Chief, including to allow for sufficient EMT-P’s to be regularly scheduled at any time to meet minimum ALS licensing requirements and to allow for the most efficient way to schedule those EMT-P’s to provide those ALS services. To the extent necessary to meet minimum ALS licensing requirements, the Chief will have the right to offer overtime first to EMT-P’s and, if no EMT-P volunteers for the overtime, to hold over an on-duty EMT-P and/or order in off duty EMT-P on a rotating basis.

## **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   | Martin Luther King Day | Washington’s Birthday |
| Patriots Day     | Memorial Day           | Juneteenth            |
| Independence Day | Labor Day              | Columbus Day          |
| Veteran’s Day    | Thanksgiving Day       | Christmas 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.
- c. In addition to holiday pay, the compensation for members who work any or all of the twenty-four hours beginning at 0800 hrs on Memorial Day, Independence Day, Thanksgiving Day, or Christmas Day will be 1.5 times their regular compensation for that shift. If a member is receiving overtime compensation for staffing the shift, they will not be eligible for additional holiday compensation.

## **ARTICLE IX – VACATIONS**

- a. Effective July 1, 2021, 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 to 20 years | 192 Hours |
| 20 Years and Over    | 240 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 the 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 case of retirement, resignation, or termination of employment, the employee shall be paid for all accrued vacation prorated from January 1<sup>st</sup> to the last day of employment.

- 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.
- e. Vacation Buyback. MPFA Members with at least five (5) years of service in the Medfield Fire Department may be allowed up to ninety six (96) hours of vacation time at their regular hourly rate.

Members wishing to utilize the vacation buy back must notify the Fire Chief in writing by September 1<sup>st</sup>. Buyback shall be paid to the requesting member by September 30<sup>th</sup>. Vacation buy back shall not apply to any vacation leave carryover previously granted by the Fire Chief.

#### **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 or the Fire Chief as soon as possible but in no event later than thirty minutes before the start of each work shift that the employee will be absent.
- f. Sick leave may only be used by employees who are:
  - Incapacitated from the performance of their duties by illness or injury
  - Whose attendance is prevented by public health requirements

- Who are required to absent themselves from work for the purpose of a doctor's appointment
- Who are required to absent themselves from work to personally care for a member of their immediate family in medical emergencies or sickness.
  - Immediate family shall be defined by employee's mother, father, mother-in-law, father-in-law, sister, brother, spouse, child, and grandparents of the employee.

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.

h. Any member reporting sick on the day before, the day of, or the day after any Holiday as set out in Article VIII of the contract, will forgo their Holiday Pay compensation for that Holiday. This shall not apply to any member that provides documentation of their illness from their physician. The Chief may waive the physician's documentation requirement if in his view the sick day is warranted.

i. 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 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.

## **ARTICLE XI – PERSONAL LEAVE**

Effective July 1, 2022, members of the MPFA, upon completion of 30 days regular full-time employment, employees shall be allowed three (3) hours of personal time off with pay for each completed month of service. Such personal time must be taken within one (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 thirty six (36) 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. Effective 7/1/2016 the town shall annually allow \$600 to each permanent firefighter/EMT for the replacement of shift uniforms. The Chief of the Fire Department shall administer the uniform allowance.
- c. 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.
- c. Members of the bargaining unit hired before July 1, 2017 can volunteer for the training under the terms of this article by submitting a written request to the Fire Chief on or before October 15, 2021. The Town will pay all tuition costs, fees and training materials related to the training and certification as required by the Commonwealth of Massachusetts and Medical Control. (“tuition costs”).
- d. The Fire Chief will review candidates and determine the order and schedule for members to participate in a training program approved by the Town.
- e. If the employee’s regularly scheduled shift conflicts with classroom training, the Chief shall excuse the Paramedic candidate from those specific hours of the shift. A Paramedic candidate will be excused from all shifts for 24 hours preceding a scheduled Commonwealth of Massachusetts certification exam and/or practical examination. **Additionally, a Paramedic participating and completing their precepting ride time as a requirement of certification shall be compensated at their regular hourly rate unless the ride time results in a candidate working excess of 42 hours, at which time the candidate will receive compensation at 1.5 times their regular hourly rate.**
- f. Members who undertake the training and earn certification as an EMT-P **no later than May 31, 2023** shall be eligible for a one time paramedic completion bonus of \$200 per bi-weekly pay check for 50 pay checks (\$10,000) beginning once the Department is providing licensed ALS services and provided the member meets the member’s other obligations under this article.
- g. A member who requests an opportunity to obtain EMT-P certification and is provided with that opportunity by the Department, but then fails to obtain certification by **May 31, 2023** shall be required to reimburse the Town an amount not to exceed the total of the tuition costs, including under a reimbursement schedule of pay deductions determined by the Town and/or by withholding any amounts due the member upon separation of employment with the Town.
- h. A member who leaves the employment of the Town without providing at least 10 consecutive years of EMT-P service once the Department begins providing ALS services shall be required to reimburse the Town an amount not to exceed the total of the tuition costs, including on a reimbursement schedule of pay deductions determined by the Town and/or by withholding any amounts due the member upon separation of employment with the Town.

- i. Unless there are mitigating circumstances, as determined in the exclusive discretion of the Chief, a member will be given one opportunity to obtain the EMT-P certification with the Town paying tuition costs. This shall not preclude a member from trying to earn certification on his/her own.
- j. Members who earn certification as an EMT-P shall maintain that certification and provide Paramedic services as a condition of their continued employment with the Medfield Fire Department.

### **ARTICLE XVII – ACTING PAY**

An employee of the MPFA that has been officially designated by the Fire Chief or his designee to assume temporarily the full responsibilities of a company officer or higher, the member shall be paid according to Step 1 pay scale for the position the member is acting in. Any employee of the MPFA acting in a higher grade must be named on a current promotional list for the grade that the member is acting in. If there is an inability to staff the vacant position with a member on a current promotional list, the senior member on duty will assume temporarily the full responsibilities of the company officer as described in this article.

### **ARTICLE XVIII – INJURY 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 XIX – 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 XX – 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 XXI – 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 XXII – 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 XXIII – MISCELLANEOUS**

- a. 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.
- b. Upon mutual signing of the Agreement between the Employer and the MPFA, the employer will provide an electronic PDF copy of the signed Agreement with an additional copy in Microsoft Word format within 30 days of said signing to the MPFA

### **ARTICLE XXIV – 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 XXV – 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 XXVI – 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 XXVII – DURATION**

This Agreement shall be in effect from July 1, 2022 to June 30, 2025 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.

## **ARTICLE XXVIII – WORKPLACE DRUG AND ALCOHOL POLICY**

To ensure a safe, healthful and productive environment and to protect the general public. The use of alcohol while on duty shall be prohibited. The use, possession, solicitation for a sale of narcotics or other illegal drugs or prescription medication without a prescription on town property is prohibited. The Town has in place an Employee Assistance Program (EAP) and advises employees that they may consult with EAP regarding any possible substance issue. The EAP program is confidential and the providers to work under the program are prepared to assist employees and will not provide confidential treatment/medical information to the Town.

### **PROHIBITED CONDUCT**

1. Unauthorized use, possession, manufacture, distribution, dispensation or sale of a controlled substance, illegally used drug, drug paraphernalia or alcohol on town property on department business or Department vehicles during work hours.
2. Being under the influence of an unauthorized controlled substance, illegally use drugs or alcohol on Department property, Department business or Department vehicles during work hours.
3. An employee shall not report for duty or remain on duty with an alcohol concentration of 0.02 or greater.
4. Use, possession, manufacture, distribution, dispensation, or sale of illegally used drugs or controlled substances while on duty.
5. Refusing consent to testing or refusing to submit to a breath or urine sample for testing consistent with this policy.
6. Failure to notify the Department of any arrest or conviction under any drug or alcohol criminal statute.

### **TESTING**

A testing lab will be mutually selected by the Town and the Union and will be from among labs certified by the State or Federal Government.

The Fire Chief or his designee shall require an employee to submit to an alcohol or controlled substance test when he has reasonable suspicion to believe that the employee has violated this policy.

Reasonable suspicion of drug and /or alcohol use will be based on specific objective fact(s) and inferences drawn from observation or knowledge that the employee may be involved in the use of any illegally-used drug, controlled substances, or alcohol. Examples include but are not limited to:

1. Specific observations concerning the appearances, behavior, speech or body odor of the employee;
2. Observation phenomena such as direct observation of on duty alcohol use or possession; and/or direct observation of on duty or off duty use possession of illicit drugs;
3. A pattern of abnormal conduct, erratic behavior or deteriorating work performance, including but not limited to frequent absenteeism, excessive tardiness or frequent accidents, not attributed to other factors and which appear to be related to drug or alcohol abuse;
4. Arrest, indictment, or conviction for drug related offenses;

Alcohol testing is authorized under reasonable suspicion testing only when the observations required to be made of the determination of reasonable suspicion are made during or just preceding the work day that the employee is required to be in compliance with the alcohol prohibitions.

## **VIOLATIONS OF THIS POLICY**

An employee who refuses to submit to a test, tests positive for a controlled substance which is confirmed or has a breath test authorized under this policy and has an alcohol concentration of 0.02 or greater which is confirmed has violated this policy and shall be subject to discipline, up to and including dismissal. Depending on the nature of the offense, the discipline may include but shall not be limited to the following:

1. The employee will be relieved from duty and required to see a Substance Abuse Professional (SAP) and shall comply with all recommendations and complete all programs (inpatient, outpatient, and counseling). The employee must provide documentation of satisfactory completion of the program to the Town by way of the Chief of Police
2. During any rehabilitation the employee will be on unpaid leave except that he or she may elect to take sick, accrued vacation, holiday or personal time to which the employee is entitled.
3. Before an employee may return to duty the employee must undergo a return to duty test as referenced above.
4. The employee may be subject to unannounced follow up testing for two (2) years.

Neither the provisions of this policy nor the town's willingness to substitute it for earlier versions of the Town's proposed policy shall be interpreted to allow officers to engage in on-duty or off-duty misconduct involving drugs and alcohol with impunity. To the contrary, it is acknowledged that the town has the right to discipline officers for such misconduct and the level

of discipline will depend on the nature of the offense. In all cases of misconduct, the just cause provision of the Collective Bargaining agreement shall apply.

#### **ARTICLE XXIX – ANNUAL PERFORMANCE EVALUATIONS**

Effective 7/1/2016, performance evaluations may be conducted once per year by the Fire Chief. These evaluations will be conducted orally and a record will be kept to document that the evaluation will take place, but no written evaluation will be completed. The evaluations will not affect advancement on the salary structure but they may be used for the purposes of future promotions. As part of the evaluation, the Chief will document that the employee is current with Department requirements, policies and procedures, including without limitation a satisfactory check of all licenses and in possession of all required uniforms and equipment.

#### **ARTICLE XXX – EDUCATIONAL BENEFIT STIPEND**

Effective July 1, 2021 all members who have or subsequently obtain a degree shall be provided with an Annual Educational Benefit Stipend as follows. This program shall recognize Associate, Bachelors, and Masters degrees in the concentrations of fire science, para-medicine, emergency management, and public administration.

|            |         |
|------------|---------|
| Associates | \$2,000 |
| Bachelor   | \$4,000 |
| Masters    | \$6,000 |

- A. Degrees shall have been awarded by a College or University listed in the database of accredited postsecondary institutions and programs maintained by the US Department of Education at the time that the degree was awarded **and** must be approved by the Fire Chief and the Human Resources Director.
- B. Degrees shall be reviewed and evaluated in January with the Fire Chief and it shall be paid to members in the first pay period in July.
- C. Educational Benefit Stipends will not be included in the calculation of any other compensation, including the overtime rate.

#### **ARTICLE XXXI – PHYSICAL FITNESS INCENTIVE**

- A. Indoor Course will be developed by the Fire Chief with standards to be agreed upon by the Fire Chief and Union.

- B. Physical fitness incentive course will be offered twice a year in the months of October and May.
- C. Physical fitness incentive course shall be administered by the Fire Chief.
- D. Physical fitness incentive course is a pass/fail event.
- E. All members participating in the physical fitness incentive course shall be covered by the provision of Article XVIII of the collective bargaining agreement.
- F. Results of the physical fitness incentive course shall not be used for any other purpose than payment of the incentive stipend.
- G. Members are only eligible to receive the physical fitness incentive payment once per fiscal year.
- H. Members who successfully pass the physical fitness incentive in the respective fiscal year shall receive a \$500.00 incentive to be paid in the next payroll opportunity.

#### **ARTICLE XXXII – RESIDENCY REQUIREMENT**

Town and Union recognize and accept the requirements of MGL Chapter 41, Section 99A relative to the residency requirements for Town of Medfield Firefighters/Captains. It is agreed by the parties that employees hired prior to July 1, 2022, who as of that date reside in a community beyond the 15 mile limit may continue to reside in their current communities, but may not relocate to any community whose distance to Medfield is greater than their current location. All other members hired after July 1, 2022 must adhere to the provisions of MGL Chapter 41, Section 99A as a condition of employment. For the purposes of this section, the fifteen (15) miles shall be measured from the closest Town of Medfield border to the closest border of the community of residence.

#### **ARTICLE XXXIII – HEALTH CARE SCREENING**

The Town of Medfield will provide a once annual optional health care screening for all members. The company/vendor and list of health care screening options will be chosen annually by the Fire Chief and the MPFA. Results of the screening are private to the member.

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
06/07/2022

Dated:

TOWN OF MEDFIELD

Suzanne Murphy  
Chair  
Election May  
06/07/2022

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:

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Suggested Corrections:

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(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.