

AGREEMENT
BETWEEN
TOWN OF MEDWAY
AND
MEDWAY PERMANENT FIREFIGHTERS
ASSOCIATION

July 1, 2024 – June 30, 2027

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ARTICLE 1

RECOGNITION/UNION BUSINESS

For the purpose of collective bargaining with respect to wages, hours and other terms and conditions of employment, the Town of Medway ("the Town") hereby recognizes the Medway Permanent Firefighters Association (the "Union") as the exclusive bargaining representative for all full-time Firefighter/EMTs, Lieutenants and Captains. The positions of Fire Chief, Deputy Chief, Assistant Chief, Call Firefighters, Call EMTs shall not be considered union positions and are not covered by this agreement.

For the purposes of this agreement, a "full-time employee" shall be one who is scheduled to work an average of forty-two (42) or more hours per week.

ARTICLE 2

DUTIES AND OPERATIONS

Section 1: The duties and responsibilities of Permanent Full-time Firefighters shall fall directly under the Fire Chief's order. Medway Permanent Full-time Firefighters shall receive order and direction directly from the Chief and/or full-time Deputy or full-time Assistant Fire Chief pertaining to operations and tasks.

Section 2: Shift staffing shall consist of not less than four (4) Pro Board certified FF1/FF2 firefighters on each of the four groups, and included within the four there shall be not less than two (2) Firefighter/Paramedics (EMT-P) assigned to work. The Fire Chief or the Fire Chief's designee may use all methods to assure the same. Call firefighters who meet the Pro Board FF1/FF2 certification may be offered overtime at the "Private" level after the open shift has been first offered to all Union personnel. Under no circumstances shall the paramedic staffing requirement increase the shift complement described herein above four (4) unless approved by the Fire Chief or designee. The Fire Chief or the Chief's designee may use all methods to assure the same. In any instance of a reduction in force, this Section 2 shall be null and void.

Section 3: There shall be a minimum requirement of one full-time Fire officer assigned to each shift. These positions will be full-time and will be properly posted and filled by Medway full-time personnel that meet all the minimum requirements set forth by the Fire Chief. Each Fire Shift Officer will be responsible for working directly under the Fire Chief and/or full-time Deputy or full-time Assistant Fire Chief on daily operations. Receiving orders directly from the Chief and/or full-time Deputy or full-time Assistant, this Officer will be the shift supervisor; will delegate certain duties and tasks; will be responsible for making decisions for the day to day operations as well as decisions during an emergency.

ARTICLE 3

NON-DISCRIMINATION

Section 1: The parties to this Agreement agree that they will not discriminate against members of the bargaining unit because of sex/gender, sexual orientation, as defined by law, age, as defined by law, race, color, national origin, religion, handicap/disability, genetic information, military status, or any other legally protected class status.

Section 2: If the Town accommodates an employee in accordance with the Americans with Disabilities Act (ADA), that accommodation shall not be the subject of a grievance or arbitration.

ARTICLE 4

DUES CHECK-OFF

Section 1: The Town of Medway shall deduct regular union dues in the amount authorized by the employee, from the employee's weekly paycheck, or biweekly paycheck in accordance with Article 29 in this Agreement, for each month. The amounts deducted shall be sent to the union office with a roster. The Town will, at the same time, notify the Union of the names and addresses of any new employees and the names of the employees leaving Town employment. The deduction of dues shall be in accordance with approved Town procedures.

Section 2: Deductions shall be made on a bi-weekly basis.

Section 3: The Union agrees to indemnify and save the Town harmless against any and all claims, suits or other forms of liability arising out of the application of this Article. The Union assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the treasurer of the Union, who shall provide such information to the Town Treasurer as may be required by said Town Treasurer under General Laws, Chapter 180, Section 17A.

ARTICLE 5

FAIR LABOR

The article, terms, and conditions set forth in this contract shall be in compliance with the mandated requirements of the Fair Labor Standards Act of 1938 and amendments thereto as of the date of this contract.

ARTICLE 6

BULLETIN BOARD

The Town shall provide space for a bulletin board in a designated area of the Fire Department for Union notices. The Union will not post notices of a derogatory, libelous or profane nature and such notices shall be limited to a bona-fide Union activity. The Union shall not post notices at any Town location other than on the approved Union

bulletin board in the Fire Department. The posting of any notice shall be subject to the prior approval of the Fire Chief.

ARTICLE 7 **SENIORITY**

Section 1: Seniority within the Fire Department shall commence from the date of employment as a full-time firefighter thereof.

Section 2: No rank or seniority shall be carried over from the call department. Any call member will lose all rank and seniority if hired as a full-time firefighter/EMT.

Section 3: For the purposes of this article "seniority" shall be defined as full-time continuous employment in a bargaining unit position. A break in continuous employment in a bargaining unit position shall include any separation from employment including, but **not** limited to, terminations with or without just cause, resignations and retirements, and any period of unauthorized leave. For unpaid authorized leaves of absence (e.g., FMLA Leave, Maternity/Paternity Leave), the employees seniority shall be reduced by the length of the employees leave to the extent permitted by law.

ARTICLE 8 **GRIEVANCE PROCEDURE**

Section 1: For purposes of this Article, a "grievance" will be defined as an actual dispute arising as a result of the application or interpretation of one or more express terms in this Agreement; provided, however that any matter arising under the purported exercise of management rights pursuant to Article 18 of this Agreement, or any matter reserved to the discretion of the Town by the terms of this Agreement, or arising before or after the dates of this Agreement, will not be subject to this grievance procedure nor construed as being grievable.

Section 2: All grievances will be handled in accordance with the grievance procedure set forth in this Article. References to periods of days in this Article will not include Saturdays, Sundays, or holidays. A representative of the Union may accompany the employee in any meeting with a Town representative concerning a grievance. Any matter related to an accommodation of an employee in accordance with the Americans With Disabilities Act shall not be subject to this grievance and arbitration procedure.

Section 3: The aggrieved member shall present the matter in writing on an approved form (ATTACHMENT D) to the Fire Chief for adjustment not later than five business days after the occurrence of the event giving rise to the grievance. The grievance form must be signed by the aggrieved employee and a member of the Union Executive Board. Electronic signatures are permitted. This shall be Step 1.

Section 4: If no satisfactory resolution is made at Step 1 within five business days, the aggrieved member shall within five days advance the grievance in writing and file a copy of the same with the Town Manager. This shall be Step 2.

Section 5: The Town Manager shall upon receipt of the written grievance, consider same and notify the member of the bargaining unit of the result of their consideration within fourteen business days. The Town Manager may request a meeting with the employee and/or Union to discuss the matter during the fourteen-day period.

Section 6: If the Town Manager fails to act upon said grievance within fourteen days of presentation, or after their disposition thereof, the Union may within twenty business days thereafter request arbitration of the grievance pursuant to the rules of the American Arbitration Association as enumerated in Section 7, provided however that no grievance shall be submitted to arbitration which:

- a) Involves a matter of policy. Management rights reserved to the employer, or the Rules and Regulations of the Fire Department.
- b) Involves a matter that is outside the scope of the expressed terms of this Agreement.
- c) Involves a matter which the employer could not legally effectuate regardless of the decision of the arbitrator.
- d) Involves a matter, which was proposed in negotiations but not included in the expressed terms of this agreement.
- e) Involves a matter, which had not been presented in accordance with the time limitations set forth herein.

Section 7: The arbitration proceeding shall be subject to the following conditions:

- a) The arbitrator shall have no power to add to, subtract from or modify this Agreement, and may only interpret such items and determine such issues as may be submitted to him or her by agreement of the parties.
- b) The arbitrator shall not render a decision contrary to state or federal law.
- c) Each party shall bear expenses incurred by it, and expenses of arbitration incurred jointly shall be borne equally by the Union and the Town.
- d) Either party shall have the right to have a transcript made of the proceedings, in which case the transcript shall be designated by the parties as the official record of the proceedings. Both parties shall share the expense of providing a copy of the transcript to the arbitrator.
- e) Grievances may be settled without precedent at any stage of this procedure.

- f) The arbitrator shall decide any disciplinary cases based upon the preponderance of the evidence standard of proof.

Section 8: The award of the arbitrator shall be final and binding upon all parties.

Section 9: The Union's failure to initiate any Step within the appropriate limit shall be a waiver by the Union and result in barring the grievance.

Section 10: The failure of the Fire Chief or the Town Manager to respond to the grievance within the appropriate time shall be considered a denial, and the Union may move the grievance to the next step of the procedure. Only the Union may move the matter to arbitration.

Section 11: The time limits set forth in this Article may be extended by mutual agreement by the parties.

ARTICLE 9

TOURS OF DUTY

Section 1: The regular work schedule for a full-time permanent firefighter/EMT shall consist of one twenty-four hour work-day, followed by two days off, followed by one twenty-four hour work-day, followed by four (4) days off. The work-day schedule shall begin at 8:00am.

Section 2: Final determination for assigning work shifts shall rest with the Fire Chief.

Section 3: The Town may change the required work schedule and tours based on changes in staffing levels.

ARTICLE 10

UNIFORMS

Section 1: The Town shall supply bargaining unit employees with full protective gear to include: helmet, coat, boots, pants, suspenders, mittens, gloves, and all other protective gear required as stated in accordance with the Town of Medway Fire Department Standard Operating Guidelines (S.O.G's). Damaged or defective gear shall be replaced by the Town.

Section 2: A clothing allowance of up to a maximum of \$1000 shall be made available as of the first day of each fiscal year for all other uniform items. Employees shall be personally responsible for payment of any amount that exceeds the \$1,000 allowance or for any item not allowed per the Medway Fire Department Uniform of the Day policy. Employees who terminate their employment with the Town prior to the end of the fiscal year shall have their clothing allowance prorated, and shall be responsible for reimbursing any identified overage to the Town. The Town may elect to exercise this option

through withholding a corresponding sum from the employee's final check with the Town. Any unused amount may not be carried over from one fiscal year to the next.

Section 3: The annual clothing allowance for employees who start after July 1st in any given fiscal year shall be prorated (monthly), however all new employees shall be provided with the following items upon hire:

- a) Turnout Gear consisting of bunker pants, bunker coat, hood, gloves (1 pair structural FF and 1 pair extrication), boots, helmet and SCBA face piece.
- b) Two (2) pairs of blue uniform pants
- c) Two (2) long-sleeve blue uniform shirts with patches
- d) Two (2) short-sleeve blue uniform shirts with patches
- e) Two (2) short-sleeve blue department uniform golf shirts
- f) One (1) pair of safety boots
- g) One (1) winter uniform coat
- h) One (1) Badge, , and collar pins

ARTICLE 11

OVERTIME

Section 1: All shifts uncovered due to vacation, sickness, bereavement, on the job injury, or personal days will be offered on a rank-to-rank basis by seniority, if available, i.e., Firefighters work Firefighter shifts; Shift Officers work Shift-Officer shifts, etc. If rank-to-rank is unavailable, the uncovered shift will be offered on a seniority basis to the remaining full-time members before filling the shift with a part-time employee who has a current Massachusetts EMT license and Pro Board FF1/FFII certification, and has been cleared to work in IDLH atmospheres and take ambulance callbacks. Employees shall be on a 28-day work period for the purposes of the Fair Labor Standards Act (FLSA) and shall be compensated for overtime in accordance with the FLSA.

Section 2: In the event personnel are needed for shift coverage, details, storm coverage, or other purposes deemed necessary by the Fire Chief, the Chief or the Chief's designee shall order in the required number of personnel to fill those positions if no member takes the coverage voluntarily. Members will be ordered in on a rotating basis, beginning with the least senior member through the most senior member of the department.

Section 3: Union members called to duty shall be compensated not less than two (2) hours minimum. Members who are held over on a tour of duty shall be compensated for the minimum of one hour any additional time for actual time worked. Said compensation shall be at the rate of time and one half.

ARTICLE 12

EXTRA PAID DETAILS

Section 1: The following provisions shall govern the assignment of extra paid details to Firefighters/EMT's where the detail is to be paid for by the Town or by a government body or by an outside individual, group, corporation, or organization.

Section 2: All extra paid details shall be assigned by the Fire Chief or the Chief's representative as set out hereinafter on a voluntary basis and offered to permanent full time members. If no permanent member accepts the detail it will be offered to a part time call fire employee. If no part time employee accepts the detail, an effort will be made to fill the detail with a member of one of the following departments: Millis, Bellingham, Norfolk, Franklin, or Milford. In such an event, the departments are to be contacted in that order. If the detail is still not filled by those means, the member listed first on the order-in list will be scheduled to work the detail.

Section 3: It is agreed that those Firefighter/EMT's who are working extra paid details do so on their off duty time or on a time when they are not specifically scheduled to work for the Fire Department.

Section 4: All extra paid details for Medway Volunteer Organizations, Medway Public Schools and the Town of Medway departments other than the Fire Department shall be paid at the highest Captain/EMT-P overtime rate with a minimum of two (2) hours.

Section 5: Extra paid details for an individual, group, corporation or organization not affiliated with the bodies named in Section 4 shall be paid at the highest Captain/EMT-P overtime rate with a minimum of four (4) hours. Any detail worked by an employee under this Section 5 that extends beyond eight (8) hours shall be calculated at twice the Captain/EMT-P rate for every hour and portion of an hour over the eight hours.

Section 6: The parties agree that the Town will provide payment to the Town's treasurer for the details in compliance with the provisions of the Massachusetts General Laws.

Section 7: In the event that any detail scheduled at least forty-eight (48) hours in advance of its start time is cancelled less than twenty-four (24) hours before it's start time, the employee scheduled will be entitled to two (2) hours of detail pay at the corresponding rate.

ARTICLE 13

PAYROLL

The Town reserves the right to continue a bi-weekly payroll system without further bargaining with the Union.

ARTICLE 14

PAY SCALE

Section 1: It is agreed that members of the Union will be placed on the appropriate wage scale according to their years of service and EMT certification on their anniversary date of employment as provided for in the schedule outlined on ATTACHMENT "A" of this agreement.

Section 2: Wages shown on Attachment "A" shall be in effect for the duration of this contract pursuant to the contract year specified. Payroll shall be paperless direct deposit, however the Town shall e-mail all deposit advice statements to each employee. Insurance deductions shall occur twice per month for a total of 24 times per calendar year.

Section 3: PROMOTION TO OFFICER'S POSITION:

Upon promotion to an Officer's position, a Firefighter will enter at the minimum of the position's salary grade at the EMS level the Firefighter is certified as.

Section 4: WORKING OUT OF GRADE:

In the event that a fire officer's shift remains unfilled after offering it to existing officers, a Firefighter covered by this Agreement may be assigned the responsibilities during that shift and in the absence of the regularly assigned officer shall be paid at the rate of Lieutenant while so acting. For a Firefighter to be eligible for this working out of grade, the Firefighter must be active on the current Lieutenant promotional list established in Article 30 of this Agreement. In the event that one or more Firefighters assigned to the shift are on the active list, the highest scoring Firefighter on the current Lieutenant list shall be offered the position.

Section 5: SPECIALTY ASSIGNMENTS

The Fire Chief, at the Chief's sole discretion, may assign additional duties to employees for the following assignments. In the event the Chief chooses to do so, persons selected for these assignments shall be the decision of the Fire Chief. Annual stipends for these positions shall be as follows, and may be prorated for time served in the position during the year:

IT/Social Media Coordinator - \$1,000
Equipment Maintenance Coordinator - \$1,000
Fleet Maintenance Coordinator - \$1,000
SAFE (Student Education) Coordinator - \$1,000
Radio coordinator- \$1,000
Car Seat Installer Stipend - \$750

Stipends shall be paid annually during the first pay period in June.

ARTICLE 15

TRAINING

Section 1: All newly hired full-time permanent Firefighters shall upon entering the Medway Fire Department enter into the first available full-time career recruit class, complete all requirements for graduation, and successfully graduate from the Massachusetts Fire Academy with Firefighter I/II Certification. However, if a newly hired Firefighter has successfully completed a “recruit program” in another state equivalent to that provided by the Massachusetts Fire Academy, and provides proper certification of completion of such a program, the requirement for graduation from the Massachusetts Fire Academy shall be waived. Employees hired after July 1, 2021 shall have any required Academy career recruit training scheduled at the earliest available time, as determined by the Chief, following their certification as an EMT-Paramedic (EMT-P).

Section 2: A special effort should be made by the Town to allow permanent full-time firefighters who wish to attend periodic seminars, schools, or conferences pertaining to fire protection or life safety to do so. Expenses such as tuition, meals, lodging, travel, time off, and/or compensation shall be absorbed by the Town, subject to the Fire Chief’s approval.

Section 3: Subject to funding, employees covered by this agreement shall be afforded an opportunity to take up to a total of twenty (20) hours of EMS certification required training, or training programs offered by the Massachusetts Firefighting Academy with the prior approval of each course to be sought from the Fire Chief.

Section 4: Officers and those on the Acting Officers’ list shall be required to attend a minimum of 24 annual hours of continuing officer or leadership training as approved by the Chief or Training Officer. The officer shall be compensated overtime for this training or their shift shall be covered without use of vacation or personal leave. This compensation shall be in addition to the 30 hours in Article 15 Section 3. Failure to complete this required training shall subject the employee to disciplinary action consistent with progressive discipline.

ARTICLE 16

EMERGENCY MEDICAL SERVICES

Section 1: Union members shall be reimbursed for the actual materials and licensing costs of maintaining their required state levels of EMT certification. Effective July 1, 2022, employees shall also be provided with up to ten (10) hours of EMS training time per fiscal year toward required EMS continuing education.

Section 2: Effective July 1, 2021, the following amounts shall be added to an employee's base hourly rate of pay based upon the employee's EMT Certification:

EMT Basic (EMT-B):	Three Percent (3%)
EMT Advanced (EMT-A):	Six Percent (6%)
EMT Paramedic (EMT-P):	Fifteen Percent (15%)

These percentages are shown in hourly rates displayed on ATTACHMENT "A", and said rates shall be used in the calculation of overtime.

Section 3: One permanent employee who is certified as an EMT-P will be assigned as EMS Coordinator by the Chief of the Department. The EMS Coordinators duties include, but are not limited to: arranging department EMS training, maintaining and ordering supplies, quality assurance and quality improvement, and care and maintenance of EMS equipment including ambulances. The Fire Chief may, at the Chief's discretion, designate any other permanent employee as the Assistant EMS Coordinator. Stipends for each position will be paid in the last pay period in June as follows:

EMS Coordinator- \$5,000
EMS Assistant Coordinator- \$3,000

Section 4: Any permanent employee hired prior to January 1, 2017 may request for reimbursement for course registration and materials costs associated with obtaining a certification of EMT-A or EMT-P. Under no circumstances shall EMT-A or EMT-P training pursuant to this section create overtime or shift coverage costs for the department. Requests for reimbursement must be made prior to November 15th for inclusion in the following fiscal year's budget. Any employee seeking reimbursement must have successfully completed two (2) years of service at the level of certification for which they will receive the reimbursement.

ARTICLE 17

EDUCATION INCENTIVE PLAN

Section 1: Payment for books and tuition for higher education for bargaining unit members shall be as follows:

- a) At least one year of continuous employment is required for an employee to be considered for tuition reimbursement; and, at least one year of continuous employment is expected upon completion of the course of study.
- b) When a bargaining unit member takes a course with the prior approval of the Fire Chief, at an accredited college as part of a degree program, when the course or degree is job related, which is a determination to be made by the Fire Chief, the employee will be reimbursed to cover books, registration, and tuition fees upon the presentation of satisfactory evidence

that the employee has completed the course with a minimum of a 3.0 GPA on a 4.0 GPA grading system, for undergraduate studies; for graduate studies, a "Pass" in the event of a "Pass/Fail" grading system or a minimum grade of "B" on an alphabetical grading system. The Town shall budget an amount of \$10,000 per fiscal year in the Fire Department budget to address this provision. Said amount is the maximum obligation of the Town for this purpose. Funding reimbursements herein shall be on a first come, first serve basis based upon prior approval that may be granted by the Fire Chief pursuant to this section.

- c) Effective July 1, 2024, employees who have attained an associate's, a bachelor's or a master's degree shall annually during the last pay period in June, receive the following compensation (compensation is "per employee" not "per degree". Only one degree will be compensated for):
- Associate's Degree: \$1,500
 - Bachelor's Degree: \$3,000
 - Master's Degree: \$4,000

ARTICLE 18

HOLIDAYS

Section 1: The following days shall be considered paid holidays:

New Years Day	Martin Luther King Day
Presidents Day	Patriots Day
Veterans Day	Thanksgiving Day
Christmas Day	Memorial Day
Juneteenth	Independence Day
Labor Day	Indigenous Peoples' Day

Section 2: A paid holiday shall mean that each member of the bargaining unit shall be paid one day's pay of the member's EMS rate of pay for each holiday whether the member works that day or not. However, an employee must have been eligible to receive pay on the day(s) listed above in order to be eligible for holiday pay for said day(s). As an example, an employee on unpaid suspension or leave without pay shall not receive pay for any holiday that fell during said suspension or unpaid leave. For purposes of this section "day" shall mean twelve (12) hours.

Section 3: The Town agrees to pay, subject to the provisions in Section 2 above, these paid holidays in payroll checks that are issued as follow:

- First pay period in December (Independence Day, Labor Day, Indigenous Peoples' Day, Veterans Day, Thanksgiving Day).

- Last pay period in June (Christmas Day, New Year's Day, Martin Luther King Day, Presidents Day, Patriots Day, Memorial Day, Juneteenth).

Section 4: Effective July 1, 2026, any employee working on Independence Day, Thanksgiving Day, or Christmas day shall receive time and one-half their regular rate of pay for hours actually worked on those days.

ARTICLE 19

LEAVES OF ABSENCE

Section 1: Sick Leave

- a) All full-time Firefighters shall accrue twelve hours of sick leave per month up to a maximum accrual of 1,080 hours. It is understood that sick time may be used to care for the illness of a spouse, child or parent subject to the approval of the Fire Chief. Documentation of any illness may be required by the Fire Chief.
- b) Sick leave shall be granted to an employee only when the employee is incapacitated from the performance of their duties by personal illness. Notification of the illness shall be given to the Fire Chief, or the Chief's designee, at least 2 hours prior to the start of the employee's tour.
- c) The Fire Chief, or the Chief's designee, may request a physician's certificate of illness after three consecutive days absence, after a series of repeated absences during the year(s), or before the employee returns to work, or if the Fire Chief suspects sick leave abuse.
- d) Employees shall not be compensated for accrued, but unused sick leave upon separation from employment, however, upon an Employee's retirement from the Medway Fire Department, the employee shall receive an amount equal to twenty percent (20%) of the employee's accumulated sick days as of the date of retirement paid at \$50 per day up to a maximum of \$1,800.
- e) Absences on account of illness in excess of authorized sick leave may, upon written request by the employee, be charged to the employee's vacation or personal leave account or may be taken as unpaid leave, at the sole discretion of the Fire Chief, or the Chief's designee.
- f) Sick Leave Bank. A Sick Leave Bank shall be established, which shall be funded as follows:
 - 1. The Town will initially fund the Sick Leave Bank with a one-time donation of three hundred and sixty (360) hours of sick leave.
 - 2. After the initial funding by the Town, the Sick Leave Bank will be funded with donations of twelve, twenty-four, or thirty-six hours of

sick leave by each bargaining unit member, which will be made effective June 30 of each fiscal year.

3. Each bargaining unit member may determine whether to donate twelve, twenty-four or thirty-six hours of sick leave each year.
4. Bargaining unit members who do not have any sick leave available to them will not be required to donate sick time.
5. The Sick Leave Bank shall be capped at 1,080 hours.
6. The Sick Leave Bank will be administrated by a Committee of 4 members, two of whom will be appointed by the Association and two of whom will be appointed by the Town Manager.
7. All decisions of the Sick Leave Bank Committee shall be final and binding, and not subject to the grievance and arbitration provisions as set forth in Article 3 of the Collective Bargaining Agreement

Section 2: Vacation

- a) Collective bargaining unit members will accrue vacation days monthly in accordance with Section 1A of this Article in the following manner:
 - 1.) After completion of six months of service to the completion of two years of service; Forty-Eight (48) vacation hours per year.
 - 2.) After completion of two years of service to the completion of five years of service; Ninety-Six (96) vacation hours per year.
 - 3.) After completion of five years of service to the completion of ten years of service; One Hundred Forty-Four (144) vacation hours per year.
 - 4.) After the completion of ten years of service to the completion of fifteen years of service; One Hundred Ninety-Two (192) vacation hours per year.
 - 5.) After the completion of fifteen years of service, Union members shall receive two hundred forty (240) vacation hours per year.
- b) It is agreed that Union members will be allowed to commence their vacations on any day of the week they desire, with the approval of the Fire Chief.
- c) It is also agreed that only one (1) union member will be allowed to take vacation time per shift. The Fire Chief may authorize up to one (1) additional

member to utilize vacation time per shift if in the Chief's sole discretion that it shall not pose any hardship for department operations.

- d) It is also agreed that a member of the Union may be able to take all or any part of their allotted or accumulated vacation time they so desire with the approval of the Fire Chief.
- e) Collective bargaining unit members may be allowed to take vacation leave one day at a time.
- f) Vacation time as described above will be available to each employee on July 1st annually. Members shall be allowed to carry over a maximum of one hundred twenty (120) vacation hours from any one fiscal year to the next fiscal year. Any member desiring to accumulate vacation time must make that decision known in writing to the Fire Chief, subject of the approval of the Fire Chief, prior to June 1st of each contract year.
- g) While a collective bargaining unit member is on vacation, that member may work extra paid details and be eligible to return for call backs during emergency situations.
- h) Any collective bargaining unit member leaving the Fire Department in good standing, after giving two calendar weeks notice of such termination of employment, shall be compensated for vacation leave accrued or accumulated, but unused to the date of separation. Members who are eligible for vacation under this agreement and whose services are terminated by dismissal through no fault or delinquency of their own, or by retirement, or by entrance into the military, shall be compensated an amount equal to the vacation days accrued and not used. Further, employees may allocate not more than twenty-four (24) hours of their annual vacation allowance to a so-called "vacation bank", where said banked hours may be used for the sole purpose of providing for a payment at the time of the employee's retirement. Any vacation payment made to a retiring member shall not exceed \$12,500 in total. The addition of hours into an employee's "vacation bank" must be done prior to June 1st annually in writing to the Fire Chief.
- i) Whenever employment is terminated by death, the beneficiary of the deceased shall be paid for the vacation days accrued and accumulated, but not used, prior to the employee's death as provided for by law.
- j) The employee must request vacation leave from the Fire Chief, or the Chief's designee, at least seven days in advance, except in case of emergency. The Fire Chief may waive the seven day notice in the Chief's sole discretion.

Section 3: Personal Leave

- a) All full-time employees shall be provided up to forty-eight (48) hours personal leave in each fiscal year as defined in Section 1A of this Article. The employee must request personal leave from the Fire Chief, or the Chief's designee, at least seven days in advance, except in case of emergency. The Fire Chief may waive the seven day notice in the Chief's sole discretion. Employees must arrange for the coverage of their shift before being provided personal leave.
- b) Personal days may not be carried over to the next fiscal year, and the employee shall not be compensated for unused personal leave upon separation from employment.
- c) Personal days shall be credited July 1st or at the time of hire and shall be pro-rated in accordance with hire date.

Section 4: Bereavement Leave

- a) Bereavement leave of up to forty-eight (48) hours, as defined in Section 1A of this Article, shall be provided at the time of a member of the employee's immediate family, provided that such days are the employee's regular working days and are taken within ninety six (96) hours of the death of such family member. Immediate family shall include: spouse, significant other, mother, father, child, brother, sister, mother-in-law, father-in-law, grandparents, half relations and step relations.
- b) In the case of extenuating circumstances the member may be granted additional time subject to the approval of the Fire Chief.

Section 5: Military Leave

- a) Any employee who is a member of a reserve military force who is ordered to attend military training or to perform other military duties shall be granted a leave of absence for a period not to exceed seventeen (17) days in any fiscal year in accordance with Massachusetts General Laws Chapter 149, Section 52A. Employees should also be eligible for the benefits of Massachusetts General Laws Chapter 33, Section 59 and 59A, unless the acceptance of such sections is revoked.
- b) Employees will be granted leave in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA).

Section 6: Jury Duty

- a) An employee who shall be required to serve on a jury on days the employee is scheduled to work shall be paid the Employee's base wages for the first three days, or a part thereof, of such juror service, at the Employee's hourly rate. An employee who is released from jury duty before the end of the employees scheduled shift must inform the Fire Chief, or the Chief's designee, and the Fire Chief or designee may require the employee to work the balance of the Employee's scheduled shift.
- b) An employee seeking compensation in accordance with this section shall notify the Fire Chief of the notice of selection of jury duty, and shall furnish a written statement to the Town showing dates of juror service, time served, and amount of juror compensation received.

Section 7: Family and Medical Leave

The Town shall provide Family and Medical Leave in accordance with the Family and Medical Leave Act of 1993 (FMLA) and the Town's FLMA policy. (See ATTACHMENT "B")

Section 8: Maternity/Paternity Leave

- a) Full-Time employees shall be eligible for maternity/paternity leave in accordance with Section 105D of Chapter C149 of the General Laws of the Commonwealth of Massachusetts.
- b) A request for maternity/paternity leave shall be processed through the Fire Chief at least two weeks prior to the anticipated date of departure along with notice of the employee's intent to return.

Section 9: Small Necessities Leave

The Town shall provide leave in accordance with the Massachusetts Small Necessities Leave Act, M.G.L. c.149, Section 52D (SNLA) and the Town's SNLA policy. (See ATTACHMENT "C")

Section 10: Court Time

Any Union member that is required by the Fire Chief or the Chief's representative to go to court on behalf of the Town, while such member is on off duty time, shall be compensated at a two hour minimum at the member's time and one half rate.

ARTICLE 20

SWAPS

A Union member will be allowed to swap tours of duty with another member who agrees to work the tour of duty, subject to approval by the Fire Chief or their designee, and subject to such swap being accomplished without overtime liability being incurred by the Town. Swaps must be repaid not later than thirty (30) days following the initial swap. Individuals who terminate their employment with the Town prior to honoring all "owed" swaps shall have their payout amount reduced by the number of hours owed to compensate the employee(s) who filled the work shifts without compensation as well as for any overtime incurred by the Town. This deduction shall not apply in the event of death, permanent disability, or injury of a firefighter.

ARTICLE 21

HEALTH INSURANCE

Section 1: The Town agrees to provide health insurance in accordance with Chapter 32B of the Massachusetts General Laws.

Section 2: The Town shall have the right to change health insurance, health maintenance organization or other health coverage providers, plans, and/or benefits; provided the Town shall give the Union notice and an opportunity to bargain through the Town's Employee Insurance Advisory Committee over the impacts of any material change in said health insurance, health maintenance organization or other health coverage providers, plans, and/or benefits.

ARTICLE 22

PROBATIONARY PERIOD

Section 1: Firefighters hired by the Town of Medway as a Permanent full-time Firefighter shall serve a probationary period of twelve (12) months during which time the employee may be disciplined up to and including termination without cause and without recourse to the union. Employees hired after July 1, 2021 who are not EMT-Paramedic certified at time of hiring shall serve a probationary period that shall extend for twelve (12) months from the date of certification as an EMT-Paramedic (EMT-P), during which time the employee may be disciplined up to and including termination without cause and without recourse to the union.

Section 2: Employees who have successfully completed the probationary period shall not be disciplined except for just cause.

Section 3: Oral or written reprimands to employees who have successfully completed the probationary period may be processed to Section 2 of the grievance process but may not be processed to arbitration.

ARTICLE 23

REDUCTION IN FORCE

Section 1: The town may lay-off employees. The Town shall determine from which rank(s) employees shall be laid off. Within each rank, employees shall be laid off on the basis of seniority (least senior employees within each rank shall be laid off first). The determination of the necessity of lay-offs, the number of employees to be laid off, the filling of vacancies, and the reassignment of employees as a result of a reduction in force are essential elements of management and as such are non-grievable and are not subject to the grievance process.

Section 2: Employees who are laid off shall be eligible for recall from layoff for one year. Within each rank, employees shall be offered recall on the basis of seniority (most senior employees within each rank shall be offered recall first). The recall of employees from lay-off is an essential element of management and as such is non-grievable and is not subject to the grievance process. The Town will advise employees offered the opportunity to be recalled from lay-off by certified mail, return receipt requested. The Town's obligation to notify employees by certified mail is to ensure evidence of notice and a failure to comply with this requirement is, itself, not subject to the grievance and arbitration procedure. An employee who is offered the opportunity to be recalled from lay-off must advise the Town of their decision to accept the opportunity within five working days.

Section 3: For the purpose of seniority, it is agreed by the Town and by the Union that more than one new staff member shall not be hired on the same date.

ARTICLE 24

SEPARATION FROM EMPLOYMENT

Section 1: Any Union member who terminates employment by means of, but not limited to: retirement, resignation, discharge, or layoff, that member shall be entitled to a pro rata portion of all benefits due, including accrued but uncompensated holiday pay and vacation days or compensation as required by law.

ARTICLE 25

MANAGEMENT RIGHTS

Section 1: The Town will not be limited in any way in the exercise of the functions of management and retains and reserves the right to exercise, without bargaining with the Union, all the powers, authority and prerogatives of management, including, but not limited to the following:

- (a) the operation and direction of affairs of the Medway Fire Department in all of its various aspects, including, but not limited to, the mission, budget and policy of the department;
- (b) the determination of the level of services to be provided;
- (c) the direction, control, supervision, and evaluation of the employees, including the establishment of the evaluation instrument, the frequency of evaluations and the conducting of evaluations;
- (d) the determination of employee classifications;
- (e) the determination, interpretation and change of job descriptions;
- (f) the determination of the standards for on-duty appearance of employees;
- (g) the determination of the style, color, items and standards of the uniform worn or used by employees, subject to impact bargaining over changes in the uniform;
- (h) the determination of the care, maintenance and operation of the equipment and property used for and on the behalf of the Town;
- (i) the increase, diminishment, change or discontinuation of operations in whole or in part;
- (j) the institution of technological changes from time to time, or the revising of processes, systems or equipment from time to time;
- (k) the subcontracting of work, subject to impact bargaining;
- (l) the alteration, addition or elimination of existing methods, equipment, facilities or programs;
- (m) the determination of the location, organization, number and training of personnel;
- (n) the assignment of duties and work assignments including the change of duties and work assignments from time to time;
- (o) the change of employees work hours
- (p) the creation, assignment and change of hours of duty, including establishment and change from time to time of tour times and the determination of the number of hours and the changing of the number of hours;
- (q) the transfer of employees, including without limitation the choice of which employee(s) will be transferred, the duration of such transfer(s) and where the employees will be transferred to;
- (r) the assignment of shifts and to change the shift assignments;
- (s) the assignment to work sites, including the change of work sites from time to time;
- (t) the granting and scheduling of leaves;
- (u) the scheduling and enforcement of working hours;
- (v) the requirement, and the assignment, of overtime;
- (w) the determination of which employees, if any, are to be called in for work at times other than their regularly scheduled hours and the determination of the classification(s) to be so called;

- (x) the determination of whether goods should be leased, contracted or purchased;
- (y) the hiring, appointment or promotion of employees, including the determination of qualifications and requirements for the position or the promotion;
- (z) the demotion, discipline, suspension, or discharge of employees;
- (aa) the layoff of employees due to lack of funds, work, or for any other reason subject to impact bargaining;
- (bb) the relief of employees due to the incapacity to perform duties for any other reason;
- (cc) the right to require an alcohol and drug test subject to the Supreme Judicial Court precedent regarding drug testing, and to discipline, demote or discharge an employee for any violations and/or positive test therein ; and
- (dd) the making, amendment, and enforcement of such rules, regulations, operating and administrative procedures from time to time as the Town deems necessary; and the Town will have the right to invoke these rights and make such changes in these items as the Town in its sole discretion may deem appropriate without negotiation with the Union, except to the extent expressly abridged by a specific provision of this Agreement.

Section 2: During an emergency, the Town will have the right to take any action necessary to meet the emergency notwithstanding any contrary provisions of this Agreement.

Section 3: Except as expressly provided by a specific provision of this Agreement, the exercise of the aforementioned rights, as well as any matter dealing with the administration of the Town shall be final and binding and shall not be subject to the grievance provisions of the Agreement.

ARTICLE 26

RESIDENCY

The Town and Union recognize and accept the requirements of Massachusetts General Laws Chapter 41, Section 99A relative to residency requirements for Medway Firefighters. It is agreed by the parties that employees hired prior to July 1, 2021 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 Medway is greater than their current location. All other personnel, current staff and future hires, 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 Medway border to the closest border of the community of residence.

ARTICLE 27

NO STRIKE

Section 1: No employee covered by this Agreement will engage in, induce or encourage any strike, work stoppage, slowdown, sickout, 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.

Section 2: The Union agrees that neither the Union nor any of its officers, agents or members nor any employee covered by this agreement, will call, institute, authorize, participate in or sanction any strike, work stoppage, slowdown, sickout, picketing, sympathy strike or other withholding of services, 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.

Section 3: The Union agrees further that should any employee or group of employees covered by this Agreement engage in any such job action, the Union will forthwith disavow such activity, refuse to recognize any picket line established in connection therewith, and take all reasonable means to induce such employee or group of employees to terminate such job action.

Section 4: 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, up to and including termination, by the Town against an employee and such other action that the Town may deem appropriate.

Section 5: The Town may, in addition to the remedies under Chapter 150E of the General Laws or this Agreement, file independently an action in a court of appropriate jurisdiction to enforce this Article.

ARTICLE 28

LIGHT DUTY

Section 1: Subject to the conditions set forth in this Article, the Town may require an employee who has been Injured on Duty (IOD) status under Massachusetts General Laws Chapter 41, Section 111F, or an employee utilizing sick or other medical leave, and is able to perform light duty, to perform light duty when the Fire Chief has determined that there is suitable Full or Part Time work available for which the employee is qualified. Light Duty shall be scheduled during normal weekday business hours, Monday through Friday, in such a manner as is determined by the Town to be in the best interest of the Fire Department. Tasks assigned to an employee in this scenario may include fire prevention assignments, scheduling, plan review, file management and organization,

office assistance, etc., provided that tasks shall conform to physical limitations as may be imposed by a medical doctor subject to confirmation, if directed by the Fire Chief, of a Town selected physician. Employees on Light Duty may be granted leave for medical appointments.

Section 2: An employee on IOD status, who is qualified for and performs light duty pursuant to the provisions of this Article, shall continue to accrue vacation and sick leave. An employee on IOD status, who is not required to perform light duty, shall not continue or accrue or be eligible for any paid leave. (e.g., vacation, sick, holiday, bereavement).

Section 3: Claims for IOD benefits under Massachusetts General Laws Chapter 41, Section 111F shall not be subject to the grievance and arbitration procedure.

Section 4: Light duty including a modified work schedule may be utilized as an accommodation for a pregnant employee upon direction or advice of the employee's physician.

Section 5: This Article is in full force and effect with four full-time personnel on staff.

ARTICLE 29

CONDITIONS OF EMPLOYMENT

Section 1: All employees covered by this agreement shall maintain a valid Driver's License as a condition of employment. Failure to possess a valid driver's license shall be grounds for termination.

Section 2: All employees hired prior to January 1, 2017 shall maintain a valid and current certification as an Emergency Medical Technician-Basic as a condition of employment. All employees hired on or after January 1, 2017 shall maintain a valid and current certification as an Emergency Medical Technician-Paramedic as a condition of employment. The failure to maintain such certifications shall be grounds for termination. Employees hired after July 1, 2021 without EMT-P certification at the time of appointment shall adhere to the EMT licensing provisions herein, but shall be granted a period of ten (10) months from date of hire to obtain said certification as an Emergency Medical Technician – Paramedic (EMT-P), and shall thereafter maintain said certification as a condition of employment. The failure to obtain EMT-P certification within that ten (10) months, and thereafter maintain such certification shall be grounds for termination. The parties to this agreement acknowledge that said requirements shall be required of each employee as part of an offer letter of employment, and further agree that violations of this section shall not be subject to the Grievance and Arbitration process outlined in Article 3 of this contract.

Section 3: All employees are required to maintain a valid and current certification in the use of defibrillators and shall be certified in CPR as a condition of employment. Failure to maintain such certifications shall be grounds for termination.

Section 4: Employees will not smoke at any time as a condition of employment in accordance with Massachusetts General Laws Chapter 41, Section 101A. The failure to comply with this condition of employment shall be grounds for termination.

Section 5: All employees shall wear seat belts while driving/riding in a motor vehicle while on duty or at any time in a Town owned motor vehicle as a condition of employment, except while providing patient care. The failure to wear a seat belt shall be grounds for termination.

ARTICLE 30 **PROMOTIONS**

1) RANK ELIGIBILITY

- a) **LIEUTENANT:** To be eligible to hold the rank of Lieutenant, an employee must:
- Be Fire Officer I certified
 - Have served as a career Firefighter/EMT with the Medway Fire Department for not less than four (4) years. This waiting period may be reduced to two (2) years for employees with not less than five (5) years of service as a career Firefighter/EMT in another fire department prior to being employed by the Town of Medway.
- b) **CAPTAIN:** To be eligible to hold the rank of Captain, an employee must:
- Be Fire Officer II certified.
 - Be Fire Prevention Officer I certified.
 - Have served as a Lieutenant in the Medway Fire Department for not less than two (2) years.
- c) Anyone promoted to an Officer position shall serve in same for a one year probationary period.

2) TESTING ELIGIBILITY

- a) To be eligible to sit for any promotion exam with the Medway Fire Department, employees must:
- Meet all rank eligibility requirements listed herein for the rank the employee wishes to test for at the time of the exam.
 - Notify the Fire Chief in writing of their intent to sit for the exam not more than ten (10) calendar days following the date the exam notice is posted.
 - Provide the Fire Chief with all training certifications, course work or other documents for consideration toward "Education Points" not later than May 1st.

3) TESTING/EXAM PROTOCOLS & TIMELINES

- a) Promotional exams shall be held in every odd numbered year.
- b) Notice for each promotional exam, including date, time, location and study materials for each exam, shall be not later than February 1st.
- c) Promotional written exams shall be scheduled for the Second (2nd) Thursday of May.
- d) Oral Board interviews shall be scheduled for the Third (3rd) Monday of May.
- e) The panel chosen to conduct the oral portion of the examination shall be comprised as follows: one panel member chosen by the Fire Chief, one panel member chosen by the Union, and a third panel member chosen by the first two panel members. Panel members shall at least hold the rank of Lieutenant for the Lieutenant's panel and the rank of Captain for the Captain's panel.
- f) Oral Board members shall be selected not later than April 15th.
- g) A written exam score of Seventy (70) is considered as a "Passing Score". Employees who fail to achieve a score of Seventy (70) on the written exam shall not be eligible for promotion during that two-year period.
- h) Preliminary cumulative exam results shall be posted not later than June 10. Exam results postings shall not include numeric scores of each candidate, and shall be ranked in order of highest to lowest cumulative score (written test, oral interview, education points). Individual employees may request their own score from the Fire Chief.
- i) Employees shall have the opportunity to appeal exam results for ten (10) calendar days following posting of preliminary results. Appeals shall be presented in writing to the Fire Chief.
- j) Final rankings shall be posted by the Fire Chief by June 30th at which time the list will be in full force and effect for a period of two (2) years.

4) EXAMINATION SCORING COMPONENTS

- a) Promotional examinations for the rank of Captain and Lieutenant shall consist of a written examination, oral examination with consideration given to seniority, and the employee's educational background in accordance with the following point system:
 - Written Examination 45 points
 - Oral Examination 25 points
 - Seniority: One-half (1/2) point for each completed year of service up to a maximum of 20 years for the Lieutenant's examination and one (1) point for each year as a permanent Lieutenant for the Captain Examination. 10 points
 - Education Points 20 points
- b) The points awarded for "written examination" shall be forty-five (45%) of the points received on the written examination itself (i.e., an employee with a perfect written examination of 100% would be given the full forty-five (45)

points. If the employee received 80% on their written examination, the employee will be awarded thirty-six (36) points, etc.)

c) An employee may receive a maximum of 20 education points according to the following:

- 1 point awarded for each Pro-board certified or Mass fire academy course (above and beyond those required for the sought promotional rank) up to 10 points.
- 1 point awarded for every EMS certification (above and beyond those required for their currently held EMT license) up to 5 points.
- 5 points awarded for a member's veterans' status with official copies of their DD-214 form (an honorable discharge only).
- 2 points awarded for an associate degree in the following fields: fire science, public administration, emergency management, criminal justice, paramedicine, nursing, business administration/management, and psychology.
- 4 points awarded for a bachelor's degree in the following fields: fire science, public administration, emergency management, criminal justice, paramedicine, nursing, business administration/management, and psychology.
- 6 points awarded for a master's degree in the following fields: fire science, public administration, emergency management, criminal justice, paramedicine, nursing, business administration/management, and psychology.
- Half the education points will be awarded for any degree obtained outside the previously listed fields (1 point - associate's, 2 points - bachelor's, 3 points - master's, respectively).

5) PROMOTION PROCESS

- a) Upon the permanent or temporary vacancy of a Captain or Lieutenant, the Town Manager, after consultation with the Chief and Deputy Chief, shall select from the top three (3) ranking (scoring) candidates on the respective officer's promotional list an employee to fill said vacancy. This process shall be repeated for each vacancy if more than one exists.
- b) In the event of a bypass, where a higher ranked candidate or candidates is/are not selected by the Town Manager, the employee(s) who was/were bypassed may appeal said bypass via the Grievance Process outlined herein by starting immediately at Step 4 with the Town Manager. If a satisfactory resolution is not achieved at that step, the bypassed employee(s) may request the Union to resolve the matter through a continuation in the Grievance Process. Candidates so appealing the bypass must demonstrate that the Town Manager acted in bad faith with said bypass of promotion.
- c) If an appeal is advanced to an arbitration process, the parties agree that the only remedy so available to an arbitrator is to mandate that a bypassed employee is

listed atop the promotional ranking list for the remaining period of eligibility of the list current at that time, and that any future promotion occurring during that eligibility period shall be offered to said employee.

ARTICLE 31

STABILITY OF AGREEMENT

Section 1: No Agreement, understanding, alteration, amendment or variation of the terms of this Agreement will bind the parties to this Agreement unless made and executed in writing by the parties.

Section 2: The failure of the Town or the Union to insist on any one or more incidents, or upon performance of any of the terms or conditions of the Agreement, will not be considered as a waiver or relinquishment of the right of the Town or the Union to future performance of any such terms or conditions, and the obligations of the Town and the Union to such future performance will continue full force and effect.

ARTICLE 32

SAVINGS CLAUSE

If any Article or section of this agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or section should be restrained by such tribunal, the remainder of this agreement will not be affected and will remain in full force and effect.

ARTICLE 33

WAIVER CLAUSE

The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and Agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Town and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agree that the other will not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement.


ARTICLE 34

DURATION

This Agreement will be effective from July 1, 2024, except as otherwise provided for and will remain in full force and effect until, June 30, 2027, and thereafter from year to year, unless terminated by notice in writing given by either party to the other, not less than 60 days prior to the expiration date set forth above or any subsequent year in which this Agreement shall remain in effect.

This Agreement has been duly executed by the authorized representatives of the Town of Medway and the Medway Firefighters Association subject to the conditions herein.

TOWN OF MEDWAY

By: 
Michael E. Boynton, Town Manager

Dated: 2/12/2024

**MEDWAY FIREFIGHTERS
ASSOCIATION**

By: 
Patrick Weaver, President

Dated: 2/12/2024

MEDWAY FIRE DEPARTMENT WAGES - FY'25-FY'27
ATTACHMENT "A"

**FY'2025 July 1,
2024 (1%)**

RANK	Step 1 Entry	Step 2 12 Months	Step 3 24 Months	Step 4 36 Months	Step 5 48 Months	Step 6 60 Months	Step 7 72 Months
Firefighter Base Rate	\$26.04	\$27.59	\$29.25	\$30.99	\$32.23	\$33.20	\$34.20
Firefighter/EMT-B	\$26.82	\$28.42	\$30.12	\$31.92	\$33.20	\$34.20	\$35.22
Firefighter/EMT-A	\$27.60	\$29.25	\$31.00	\$32.85	\$34.17	\$35.19	\$36.25
Firefighter/EMT-P	\$29.95	\$31.73	\$33.63	\$35.64	\$37.07	\$38.18	\$39.33
						Step 1 Upon Promotion	Step 2 After 12 Months
Lieutenant Base Rate						\$35.44	\$36.50
Lieutenant/EMT-B						\$36.50	\$37.60
Lieutenant/EMT-A						\$37.57	\$38.69
Lieutenant/EMT-P						\$40.75	\$41.98
Captain Base Rate						\$39.69	\$40.89
Captain/EMT-B						\$40.89	\$42.11
Captain/EMT-A						\$42.08	\$43.34
Captain/EMT-P						\$45.65	\$47.02

**FY'2026 July 1,
2025 (3%)**

RANK	Step 1 Entry	Step 2 12 Months	Step 3 24 Months	Step 4 36 Months	Step 5 48 Months	Step 6 60 Months	Step 7 72 Months	Step 8 84 Months
Firefighter Base Rate	\$26.82	\$28.42	\$30.12	\$31.92	\$33.20	\$34.20	\$35.22	\$35.93
Firefighter/EMT-B	\$27.63	\$29.27	\$31.03	\$32.88	\$34.20	\$35.22	\$36.28	\$37.00
Firefighter/EMT-A	\$28.43	\$30.13	\$31.93	\$33.84	\$35.19	\$36.25	\$37.34	\$38.08
Firefighter/EMT-P	\$30.85	\$32.68	\$34.64	\$36.71	\$38.18	\$39.33	\$40.51	\$41.32
						Step 1 Upon Promotion	Step 2 After 12 Months	Step 3 After 24 Months
Lieutenant Base Rate						\$36.50	\$37.60	\$38.35
Lieutenant/EMT-B						\$37.60	\$38.72	\$39.50
Lieutenant/EMT-A						\$38.69	\$39.85	\$40.65
Lieutenant/EMT-P						\$41.98	\$43.24	\$44.10
Captain Base Rate						\$40.89	\$42.11	\$42.95
Captain/EMT-B						\$42.11	\$43.38	\$44.24
Captain/EMT-A						\$43.34	\$44.64	\$45.53
Captain/EMT-P						\$47.02	\$48.43	\$49.40

**FY'2027 July 1,
2026 (3%)**

RANK	Step 1 Entry	Step 2 12 Months	Step 3 24 Months	Step 4 36 Months	Step 5 48 Months	Step 6 60 Months	Step 7 72 Months	Step 8 84 Months
Firefighter Base Rate	\$27.63	\$29.27	\$31.03	\$32.88	\$34.20	\$35.22	\$36.28	\$37.00
Firefighter/EMT-B	\$28.46	\$30.15	\$31.96	\$33.87	\$35.22	\$36.28	\$37.37	\$38.11
Firefighter/EMT-A	\$29.29	\$31.03	\$32.89	\$34.85	\$36.25	\$37.34	\$38.46	\$39.23
Firefighter/EMT-P	\$31.77	\$33.66	\$35.68	\$37.81	\$39.33	\$40.51	\$41.72	\$42.56

	Step 1	Step 2	Step 3	Step 4
	Upon	After 12	After 24	After 36
	Promotion	Months	Months	Months
Lieutenant Base Rate	\$37.60	\$38.72	\$39.50	\$40.68
Lieutenant/EMT-B	\$38.72	\$39.89	\$40.68	\$41.90
Lieutenant/EMT-A	\$39.85	\$41.05	\$41.87	\$43.13
Lieutenant/EMT-P	\$43.24	\$44.53	\$45.42	\$46.79
Captain Base Rate	\$42.11	\$43.38	\$44.24	\$45.57
Captain/EMT-B	\$43.38	\$44.68	\$45.57	\$46.94
Captain/EMT-A	\$44.64	\$45.98	\$46.90	\$48.30
Captain/EMT-P	\$48.43	\$49.88	\$50.88	\$52.41

ATTACHMENT B

FAMILY LEAVE

Coverage.

Full-time and regular part-time employees qualified or receiving benefits who have completed one year of service to the Town. To be eligible, an employee must have worked for the Town for at least one (1) year and must have worked at least one thousand, two hundred and fifty (1,250) hours in the previous year.

Policy.

In accordance with the Town of Medway's FMLA policy, the Town allows eligible employees who need to take time off from work due to serious medical or family issue to have up to 12 weeks per year, without pay, as provided under Federal Law (FMLA). The Town's calculation of FMLA is based on a rolling calendar year.

To apply for Family and Medical Leave, the employee must contact the Human Resource Department as soon as possible once he/she has knowledge that a leave may be required or **In order to be entitled to the leave, the employee must provide thirty (30) days advance notice of the intended date the leave is to begin unless prevented by medical emergency from doing so.** Notice shall provide sufficient information to permit the Town to determine whether the leave qualifies for FMLA. The employee may be requested to provide written medical certification. Spouses employed by the Town are jointly entitled to a combined total of 12 work weeks of leave.

Position upon return to work.

Employees granted leave will be restored to the position held when the leave commenced, or to a position with equivalent status, pay and other terms and conditions of employment as the position held at the commencement of the leave.

Use of accrued leave.

The Town will require any accumulated benefits to be applied to leave period. Sick leave may only be used if the employee is absent from work due to an illness/injury of the employee.

Attachment C

ADVISORY 98/1

An Advisory from the Attorney General's Fair Labor Division on An Act Providing Employees Leave for Certain Family Obligations

Pursuant to M.G.L. c. 23, s. 1(b), the Office of the Attorney General issues the following Advisory:

An Act Providing Employees Leave for Certain Family Obligations

A statute enacted on August 04, 1998, M.G.L. c. 149, s. 52D ("Act"), mandates that certain eligible employees be permitted to take a total of 24 hours of unpaid leave during any 12-month period. These 24 hours are in addition to the 12 weeks already allowed under the Federal Family and Medical Leave Act. The Office of the Attorney General has been entrusted with the enforcement of the Act.

The Act incorporates by reference sections 2611 through 2615 of the Federal Family and Medical Leave Act. (29 U.S.C. §§ 2601, et seq.) In order to fully understand the Act, and comply with its provisions, employers and employees must review the parallel federal statute. The purpose of this Advisory is to provide notice of the Attorney General's interpretation of the state statutory requirements.

Eligible employees:

Employees are eligible for the 24 hours of leave under the statute if their employer has 50 or more employees. 29 U.S.C. § 2611(B). For purposes of determining the number of employees, the statute includes all employees of the same employer working within 75 miles of the worksite of the employee requesting the leave. *Id.* In addition, the employee must (1) have been employed for at least 12 months by the employer from whom the leave is requested, and (2) provided at least 1,250 hours of service to the employer during the previous 12-month period. 29 U.S.C. § 2611 (A).

Purposes for which the leave may be taken:

The 24 hours of leave may be taken by an eligible employee for any of the following purposes:

- (1) to participate in school activities directly related to the educational advancement of a son or daughter of the employee, such as parent-teacher conferences or interviewing for a new school;
- (2) to accompany the son or daughter of the employee to routine medical or dental appointments, such as check-ups or vaccinations;
- (3) to accompany an elderly relative of the employee to routine medical or dental appointments or appointments for other professional services related to the elder's care, such as interviewing at nursing or group homes.

M.G.L. c. 149, s. 52D(b)

Given the breadth of the statute, employers are urged to give a liberal interpretation to the purposes for which the leave may be taken.

Definitions:

The term "son or daughter" is defined as a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing *in loco parentis*. The son or daughter must either be under 18 years of age or 18 years of age or older and incapable of self-care because of mental or physical disability. 29 U.S.C. § 2611(12).

The term "elderly relative" is defined as an individual of at least 60 years of age who is related by blood or marriage to the employee, including a parent. M.G.L. c. 149, s. 52D(a).

The term "school," is defined as a public or private elementary or secondary school; a Head Start program assisted under the Head Start Act, 42 U.S.C. §§ 9831 et seq.; or a children's day care facility licensed under M.G.L. c. 28A.

Any 12-month period:

Employers are permitted to choose any of the following methods for determining the "12-month period" in which the 24 hours of leave may be taken. Whatever method chosen must be applied consistently and uniformly to all employees.

- The calendar year;
- A fiscal year;
- The employee's anniversary date;
- The 12-month period measured forward from the date of the employee's first request for leave under the Act; or
- A "rolling" 12-month period measured backward from the date an employee uses any leave under the Act.

29 C.F.R. § 825.200 (b).

Intermittent leave:

Leave under the Act may be taken intermittently or on a reduced leave schedule. M.G.L. c. 149, s. 52D(c). An eligible employee need not take the entire 24 hour leave at once, but may take a few hours of time depending on the employee's needs, as long as the total leave does not exceed 24 hours during any 12-month period. Employers may require that employees take the leave in minimum increments of no less than one hour.

Substitution of vacation/personal/sick leave:

An eligible employee may elect, or the employer may require the employee to substitute any of the employee's accrued paid vacation leave, personal leave or sick leave for any of the leave provided under the Act. M.G.L. c. 149, s. 52D (c). While the 24 hours need not be paid, if the employee chooses to substitute it for paid leave that the employee has accrued, the 24 hours of the leave period would then also

be paid in the same manner as the paid leave. The Act does not require employers to provide¹ paid sick leave or paid medical leave in any situation where the employer would not normally provide such paid leave. *Id.*

Notice requirement:

To be entitled to the leave period, employees must provide notice to their employer as follows:

- if the need for leave is foreseeable, the employee must request the leave not later than 7 days in advance;
- if the need is not foreseeable, the employee must notify the employer as soon as is practicable.

M.G.L. c. 149, s. 52D(d).

Employers may require that, to the extent possible, the notice by the employee be in writing. If not feasible, employees may request leave orally. Employees need not make reference to the Act in order to assert their rights under the law.

Certification:

Employers may require that a request for leave be supported by a certification. M.G.L. c. 149, s. 52D(e). Attached to this Advisory is a suggested form that may be used by employees to fulfill this obligation if so required. A certification, if produced timely, may serve to comply with the Act's notice requirement. Certificates and/or requests for leave provided by employees must be kept in the employee's personnel record and must be maintained for three years. M.G.L. c. 149, s. 52C. Records and documents relating to medical certifications or medical histories of employees' family members must be maintained as confidential medical records and kept in files separate from the usual personnel files.

Enforcement:

The Act authorizes the Attorney General to initiate a criminal action against an employer who violates the Act and/or to seek injunctive or declaratory relief against such employer. As noted earlier, the Act incorporates, among other sections, Sections 2614 and 2615 of the Federal Family and Medical Leave Act. These sections specify the conduct prohibited by the Act. The Act is violated if the employer:

- Fails to provide the leave properly requested by an eligible employee. 29 U.S.C. § 2615 (a)(1); or
- Fails to restore the employee to the position held by the employee when the leave commenced, or fails to restore the employee to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment. 29 U.S.C. § 2614(1); or
- Discharges or in any manner discriminates against any individual for opposing any practice made unlawful by the Act. 29 U.S.C. § 2615 (a)(2); or
- In any other manner discriminates against any individual because the individual:

¹ Employers are urged to consult with the United States Department of Labor with respect to any wage deduction from employees who are exempt from the overtime requirements of the Fair Labor Standards Act, 29 U.S.C. §§ 201 et seq., as salaried executive, administrative, or professional employees.

- has filed any charge, or has instituted or caused to be instituted any proceeding, under or related to the Act; or
- has given, or is about to give, any information in connection with any inquiry or proceeding relating to any right provided under the Act; or
- has testified, or is about to testify, in any inquiry or proceeding relating to any right provided under the Act. 29 U.S.C § 2615(b).

In the absence of any relevant state case law interpreting the Act, the Attorney General intends to look for guidance to the federal interpretation of those provisions which are incorporated into the Act.

Any employer convicted of a criminal violation of the Act is subject to a fine of up to \$500. M.G.L. c. 149, s. 180. In addition, any aggrieved employee may institute a civil action for injunctive relief and/or damages against his or her employer. Should the employee prevail, he or she will be entitled to treble damages, costs of the litigation and reasonable attorney's fees. M.G.L. c. 149, s. 150.

Employers are encouraged to notify employees of their eligibility to request leave under this Act by way of posting or issuing a memoranda to all employees.

SAMPLE CERTIFICATION

Employee's Certification

I certify that on _____ I will/did take _____ hours of leave for the following purpose:

- ☐ "to participate in school activities directly related to the educational advancement of a son or daughter
- ☐ "to accompany the son or daughter of the employee to routine medical or dental appointments such as check-ups or vaccinations
- ☐ "to accompany an elderly relative to routine medical or dental appointments or appointments for other professional services related to the elder's care

Employee's Signature: _____ Date: _____



(CBA ATTACHMENT "D")
MEDWAY FIRE LOCAL 4602 GRIEVANCE FORM

♦ PRELIMINARY STEP TO BE COMPLETED BY UNION OR EMPLOYEE:

_____ *Additional pages may be attached to the Grievance Form.*
Date of filing

FROM _____
Employee Rank

Grievance must be submitted within 5 calendar days of the incident being grieved.

1. STATEMENT OF GRIEVANCE (Grievance must contain: 1) Statement, as complete as possible under the circumstances, of the grievance and the facts upon which it is based, including dates, times, locations, names of witnesses, and other information appropriate; 2) Section or sections of the Contract Agreement claimed to have been violated; 3) Remedy or corrective action requested by the grievant).

Date of Incident: _____

Original copy of the completed form shall be delivered to the Fire Chief and employee's immediate shift supervisor, and also submit a copy to the Union representative.

Employee Signature

Date

Union E-Board Member Signature

Date

♦ STEP 1 TO BE COMPLETED BY FIRE CHIEF (or designee) within 5 business days of receipt of the receipt of the Grievance.

Name of Fire Chief

Date Grievance Received

Grievance Upheld: _____

Grievance Denied: _____

Explanation/Justification: (Attached Formal Response)

Fire Chief Signature

Date

EMPLOYEE: If you are satisfied with the Fire Chief's answer, you shall sign the original grievance form acknowledging agreement and submit it to the Human Resources Director for placement with your employment records. If you are not satisfied, you shall sign the original grievance form acknowledging disagreement along with approval signature of the Union President advancing the matter to the next step. The original grievance form shall then be submitted by the employee to the Town Manager within five (5) business days of the decision of the Fire Chief (or designee).

Agree: _____

Do Not Agree: _____

Employee Signature

Date

Union E-Board Member Signature

Date

♦ STEP 2 TO BE COMPLETED BY THE TOWN MANAGER within 14 work days of receipt of the filing of a Step 2 Grievance.

Town Manager or Designee

Date Step 2 Grievance Received

Grievance Upheld: _____

Grievance Denied: _____

Explanation/Justification: (Attached Formal Response)

Town Manager Signature

Date

EMPLOYEE: If you are satisfied with the Town Manager's answer, you shall sign the original grievance form acknowledging agreement and submit it to the Human Resources Director for placement with your employment records. If you are not satisfied, you shall sign the original grievance form acknowledging disagreement along with approval signature of the Union President advancing the matter to arbitration, and the original, signed form shall be submitted by the employee to the Human Resources Director within twenty (20) business days of the decision by the Town Manager (or designee).

Agree: _____ Do Not Agree: _____

Employee Signature

Date

Union E-Board Member Signature

Date

No Resolution: Within twenty (20) business days after the decision by the Town Manager (or designee), the Union must announce its intention to proceed to arbitration if electing to do so by providing the other party with a written notice pursuant to Article 8 Section 7 of the Collective Bargaining Agreement.