

MEMORANDUM OF AGREEMENT
between
TOWN OF MEDFIELD
and
MEDFIELD PERMANENT FIREFIGHTERS ASSOCIATION
LOCAL 4478, IAFF, AFL-CIO

The Town of Medfield (“the Town”) and the Medfield Permanent Firefighter Association Local 4478, IAFF, AFL-CIO (“the Union”) hereby agree that the collective bargaining agreement between the Town and the Association will be extended for two years, July 1, 2020 through June 30, 2022, with the following changes agreed to by the parties’ negotiating teams and set forth below. The bargaining teams shall sponsor and support the ratification of this Agreement by the Union and the Board of Selectmen. Failing ratification by both parties’ principals, the Agreement shall be deemed void and both parties will be free to return to their prior bargaining positions. If ratified by both parties’ principals and funding for the economic items is appropriated by Town Meeting, a new comprehensive Collective Bargaining Agreement shall be drafted which incorporates the material terms of this Agreement into the unchanged provisions of the 2020 to 2022 Agreement.

1. Article XXVI: Duration: July 1, 2020 to June 30, 2022
2. Effective upon appropriation by the 2021 Annual Town Meeting a one time \$1,500.00 COVID-19 Stipend will be paid to each FF/EMT and LT/EMT. An additional one time \$750.00 Salary Compensation will be paid to each FF/EMT and LT/EMT in lieu of a cost of living increase beginning July 1, 2020 through June 30, 2021. The COVID-19 Stipend and Salary Compensation will not be included in calculation of any other compensation including the overtime rate.
3. Article VI: Classification of Positions and Pay Schedule:

c. Salary Schedule

- Effective the first full pay period after July 1, 2020 increase the base salary schedule for FF/EMT by 0%.
- Effective the first full pay period after July 1, 2021 increase the base salary schedule for FF/EMT by 2%.

FIREFIGHTER/EMT

FF/EMT	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
7/1/2020	24.87	25.64	26.37	27.19	27.99	28.86	29.69	30.57
7/1/2021	25.37	26.15	26.90	27.73	28.55	29.44	30.28	31.18

- Effective the first full pay period after July 1, 2020 increase the base salary schedule for Lieutenant/EMT by 0%.
- Effective the first full pay period after July 1, 2021 adopt the following base salary schedule for Captain/EMT.

CAPTAIN/EMT

CP/FF/EMT	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
7/1/2020	28.86	29.72	30.47	31.23	32.17	33.13
7/1/2021	33.62	34.29	34.97	35.67	36.38	37.11

4. 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.
5. 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.

6. Amend Article X. Sick Leave Provision

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.

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.

7. Amend Article VII. Hours of Work and Overtime

M. For purposes of determining overtime obligations under the Fair Labor Standards Act (“FLSA”) the Department operates under a 28 day work period, meaning it is not obligated to pay overtime until a member has worked 212 hours in the 28 day period.

8. Amend Article IX-Vacations

Effective July 1, 2021

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 15 years	192 Hours
20 Years and Over	240 Hours

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 30th 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 1st to the last day of employment.

9. Article VIII. Holidays

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.

10. Article XXIX. 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.

11. Article XVI. Training.

Strike c-k and insert the following:

C. Members of the bargaining unit hired before **July 1, 2017** who 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 regularly 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 at the 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.

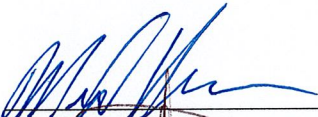

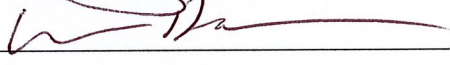
12. Article VII Hours of Work and Overtime

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.


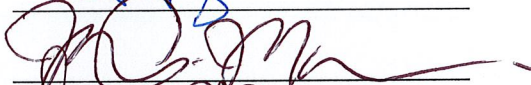
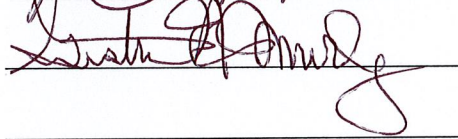
MEMORANDUM OF AGREEMENT SIGNATURE PAGE

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

Dated:

TOWN OF MEDFIELD

Dated: