

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

**Superior Court Department
Civil Action No. _____**

WALTER EDWARD BUCKLEY,
on behalf of himself and
all others similarly situated

 Plaintiff,

v.

CITY OF MEDFORD

 Defendant.

CLASS AND COLLECTIVE ACTION COMPLAINT

I. INTRODUCTION

1. This class and collective action is brought by Walter Edward Buckley (Plaintiff) on his behalf and that of all similarly situated individuals who have worked as firefighters for the Medford Fire Department during the relevant statutory period. The Plaintiff brings this claim on his own behalf and behalf of all similarly situated others because the Defendant City of Medford (“City” or “Medford”) has refused to make clear and unambiguous contractual payments to them in violation of M.G.L. ch. 149, § 148.

II. JURISDICTION AND VENUE

2. Jurisdiction is invoked pursuant to M.G.L. ch. 149, § 148. The Plaintiff filed a

Complaint with the Massachusetts Attorney General and received a “right to sue” letter.

3. The venue of this Court is proper in that the Plaintiff resides in Middlesex County, and the Defendant City is the City of Medford, which is located in Middlesex County.

III. PARTIES

4. Plaintiff Walter Buckley is an adult resident of Reading, Massachusetts who has worked as a firefighter in the City for the relevant statutory period.

5. Plaintiff brings this case as a class action under M.G.L. c. 149, §§ 148 and 150, on behalf of a class of individuals who have worked as firefighters for the Medford Fire Department during the relevant statutory period. The proposed class of firefighters satisfies all the requirements for class certification, as the group is so numerous that joinder of all members is impracticable; there are questions of law and fact raised by Plaintiff’s claims common to all members of the proposed class; these common issues predominate over any individualized issues; Plaintiff is typical of all other firefighters; Plaintiff and their counsel are adequate representatives of the class; and class treatment is superior to other available methods for the fair and efficient adjudication of the controversy.

6. Defendant City of Medford is a City under G.L. c. 41. Its principal place of business is located at Medford City Hall, 85 George P Hassett Dr, Medford, MA 02155.

IV. CLASS AND COLLECTIVE ACTION ALLEGATIONS

7. IAFF Local 1032 (“The Union”) is the exclusive bargaining representative for firefighters within the Medford Fire Department.

8. The Union and the City are party to a collective bargaining agreement. On February 24, 2021, the parties began bargaining for a successor CBA, as the then-current CBA was set to expire on June 30, 2021.
9. The parties subsequently engaged in a protracted bargaining process lasting two and a half years and requiring intervention from the Massachusetts Joint Labor Management Committee (JLMC), which exists for the purpose of encouraging the parties to collective bargaining disputes involving municipalities and their police officers and firefighters to agree directly on the terms of such agreements or on a procedure to resolve these disputes.
10. The parties agreed in principle on the terms of the current CBA in October of 2023 with the assistance of the JLMC. This agreement was ratified by the Union's membership on November 8, 2023, and funded by the Medford City Council on November 28, 2023.
11. The terms of the agreement include in relevant part:

ARTICLE SIXTEEN, Compensation: Section 1, Table of Compensation:

Amend the Table of Compensation for all Grades as follows:

- a. Effective July 1, 2021, wages shall be increased two and a half percent (2.5%) across the board.
- b. Effective July 1, 2022, wages shall be increased two and a half percent (2.5%) across the board.
- c. Effective July 1, 2023, wages shall be increased three percent (3.0%) across the board.
- d. Effective July 1, 2024, wages shall be increased three percent (3.0%) across the board.
- e. Effective July 1, 2025, wages shall be increased two and a half percent (2.5%) across the board. *

*See attached Table of Compensation

Section 6, Weekend Differential:

Amend Section 6 to read as follows:

"Effective July 1, 2023 members who are required to work weekends (1800 hours on Friday through 0800 hours on Monday) and who actually work said

weekends shall be entitled to additional compensation of one dollar (\$1.00) for each hour actually worked which shall be part of their weekly paycheck. Members who actually work the change of tour shall be entitled to said weekend compensation."

Section 9, Hazardous Duty Pay:

Amend Section 9 to read as follows:

"Employees shall receive an annual hazardous duty payment in accordance with the following pay schedule:

- July 1, 2021 \$2500
- July 1, 2022, \$2750
- July 1, 2023 \$3000
- July 1, 2024 \$3200
- July 1, 2025 \$3500

Other Items:

3. Upon ratifying this MOA by the Union membership and the City Council, all bargaining unit members who worked for the Medford Fire Department in 2020 shall be entitled to a one-time payment of one thousand dollars (\$1000), less applicable truces and deductions.

12. The language of the agreement is clear and unambiguous.

13. However, since November 28, 2023, no bargaining unit members have received retroactive payments for wages, weekend differentials, or hazardous duty pay, and only currently employed members have received the one-time COVID payment. Retired members who qualify for the COVID payment have not been paid.

14. On December 26, 2023, the Union contacted the City to inquire when bargaining unit members should expect to receive payment. The City stated the Union should expect to see payment in the first or second week of January 2024.

15. On January 16, 2024, after still not receiving payment, the Union and the City met, and the Union was told that the only thing the City was waiting on was the signature from the Chief of Staff and that payment should be made shortly.

16. On February 12, 2024, the City sent an email stating that the software was “slow” and that they anticipated payments would take at least another few weeks.

17. To date, the Union has not received payment nor has it been notified of any additional process being made towards those payments described above.

**COUNT I – VIOLATION OF MGL c. 149, § 148.
FAILURE TO PAY WAGES
(Brought on behalf of Plaintiff and proposed Rule 23 class)**

18. Plaintiff and the similarly situated employees he seeks to represent incorporate by reference the allegations of paragraphs 1-16.

19. Defendant did not pay Plaintiff and other similarly situated employees all the wages owed them. As described above, Defendants illegally refused to make clear and unambiguous contractual payments to them in violation of M.G.L. ch. 149, § 148.

20. Plaintiff and class members worked these hours at least three (3) months ago and up to thirty-three (33) months ago and have yet to be paid.

COUNT II – DECLARATORY JUDGMENT

21. The Union hereby references the allegations of paragraphs 1-17.

22. The Union seeks a declaratory judgment pursuant to G.L. c. 231A, seeking a declaration from this Court that the Defendant City must immediately pay all retroactive wages.

JURY DEMAND

The Plaintiff and class members that he represents request a trial by jury on the claims alleged herein.

WHEREFORE, the Plaintiff requests that this Court enter the following relief:

1. Grant class certification allowing this action to proceed as a class action under Civil Procedure 23 and M.G.L. c. 149 § 148.
2. Award damages for all unpaid wages, deductions, or other losses resulting from Defendant's violations of state wage laws, as described above.
3. Award the Plaintiff and class members liquidated and treble damages.
4. Award the Plaintiff and class members reasonable costs, expenses, attorneys' fees, and pre-and post-judgment interest;
5. Award Plaintiff and class members any other relief to which they may be entitled.

Respectfully submitted,
Walter Buckley
on behalf of himself and all
others similarly situated.

By his attorney,

/s/ Leah Marie Barrault

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