

COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF LABOR RELATIONS

In the Matter of the Arbitration Between:

CITY OF WESTFIELD

-and-

WESTFIELD FIREFIGHTERS ASSOCIATION,
LOCAL 1111, IAFF, AFL-CIO

ARB-24-10792

Arbitrator:

Timothy Hatfield, Esq.

Appearances:

Erik Valdez, Esq. - Representing City of Westfield

Joseph Donnellan, Esq. - Representing Westfield Firefighters Association

The parties received a full opportunity to present testimony, exhibits and arguments, and to examine and cross-examine witnesses at a hearing. I have considered the issues, and, having studied and weighed the evidence presented, conclude as follows:

AWARD

The grievance is not procedurally arbitrable. The grievance is denied.



Timothy Hatfield, Esq.

Arbitrator

March 27, 2026

INTRODUCTION

On August 28, 2024, Westfield Firefighters Association, Local 1111, AFL-CIO (Union) filed a unilateral petition for Arbitration. Under the provisions of M.G.L. Chapter 23, Section 9P, the Department of Labor Relations (Department) appointed Timothy Hatfield, Esq. to act as a single neutral arbitrator with the full power of the Department. The undersigned Arbitrator conducted a virtual hearing via Web-Ex on April 25, 2025.

The parties filed briefs on June 6, 2025.

THE ISSUES

The parties agreed upon the following issues:

Is the grievance procedurally arbitrable? If so,

Was there just cause for the termination of Niles LaValley? If not, what shall be the remedy?

RELEVANT CONTRACT LANGUAGE

The parties' Collective Bargaining Agreement (Agreement) contains the following pertinent provisions:

ARTICLE IX

UNION BUSINESS AND GRIEVANCE PROCEDURE (In Part)

SECTION 4: GRIEVANCE PROCEDURE (In Part)

A Grievance for purposes of this agreement is a written dispute, claim or complaint involving a question of interpretation or application of this agreement as it applies to wages, hours, standards of productivity and performance, or other terms and conditions of employment and may be filed by either the Association or an employee in the bargaining unit and shall be settled as hereinafter provided. Every effort shall be made to settle such grievance at the earliest step and in the following manner:

1. Between the employee and the Chief of the Department within five (5) days of the occurrence of the grievance or within five (5) days of his knowledge of it.
2. If within five (5) days no settlement is reached, the grievance may be submitted to the Board of Fire Commissioners.
3. If within fourteen (14) calendar days, or by the next regularly scheduled Commission Meeting, whichever is later, no settlement is reached, the grievance may be submitted to the Mayor or his designee. The Mayor or his designee shall render a decision within thirty (30) calendar days, and such decision shall be final unless a request for arbitration is made within ten (10) calendar days of receipt of written decision of the Mayor or his designee. ...
5. Should the employer fail to respond within the prescribed time limits at any stage of the grievance procedure, without waiver by the union, the union in its sole discretion and option, shall have the right to move the grievance to the next step. ...

FACTS¹

The City of Westfield (City or Employer) and the Union are parties to a collective bargaining agreement that was in effect at all relevant times to this arbitration. Niles LaValley (LaValley / grievant) was a firefighter and paramedic for the City for approximately sixteen years.

On March 8, 2024, LaValley was dispatched to Mercy Hospital in Springfield to restock supplies for the City's ambulances. In completing this task, LaValley obtained and transported two vials of 100mcg each of fentanyl. When he returned to the station, the ambulance that needed restocking was out on a call. LaValley

¹ By agreement between the parties and the arbitrator, the issue of procedural arbitrability was argued prior to proceeding to the merits of the case. The parties were directed to address the issue of procedural arbitrability first in their respective post-hearing briefs. Based on my ruling in this matter, I have included only the facts and arguments in this decision related to procedural arbitrability.

inadvertently took the vials of fentanyl home with him at the end of his shift. Upon discovering his mistake the next morning, he brought the vials to the fire station for restocking of the ambulance and reported the issue to his Captain.

As a result of the events of March 8, 2024, and March 9, 2024, the Fire Commission held a disciplinary hearing on April 23, 2024, and May 13, 2024. The Fire Commission terminated LaValley effective May 13, 2024.

On May 16, 2024, the Union filed a grievance over LaValley's termination. The grievance worked its way through the grievance procedure, eventually reaching Step 3 with the Mayor. The Mayor received the grievance on June 3, 2024, and never acted on the grievance. On August 28, 2024, the Union filed for arbitration on behalf of LaValley.

POSITIONS OF THE PARTIES

THE EMPLOYER

Filing for Arbitration is Untimely

Arbitration is an option allowed by the Union's collective bargaining agreement. The grievance procedure provides a sequential set of steps for employees to follow when there is a dispute, claim or complaint involving performance and the terms and conditions of employment.

Pursuant to the grievance procedure, subsections 3 and 5, it was incumbent on the Union to file for arbitration no later than 10 days after the deadline for a response from the Mayor. Since the Mayor received the grievance on June 3, 2024, the deadline for a response from the Mayor would have been July 3, 2024, and the deadline for filing for arbitration by the Union would have been July 13,

2024. The Union did not file for arbitration until the end of August, approaching two months beyond the deadline.

The Union argued at the hearing that the 10-day limit only applied in cases where the Mayor made a response, implying that since the Mayor had not responded, there was no time limit for filing for arbitration. This argument ignores Step 5 which explicitly states what happens if the Mayor fails to respond. It unequivocally states that if the Mayor fails to respond, it is the Union's choice whether or not to move on to the next step. The next step after no response from the Mayor in step 3 is a request for arbitration made within 10 days. The Union chose not to act within the 10-day time limit, and the case must be dismissed.

The Union's argument, that the 10-day limit only applies when the Mayor has made a decision, in the absence of a term or condition setting an alternate deadline, would create the highly implausible scenario where, in situations where the Mayor has not responded, the Union is essentially provided a limitless amount of time to bring an appeal – possibly years or even decades after the fact. This absurd result is not consistent with the rest of the grievance procedure which clearly sets reasonable, short deadlines at every step for appeals.

For these reasons the Union's grievance is untimely and should be dismissed.

THE UNION

The Union's Demand for Arbitration was Timely Filed

The Union's demand for arbitration was timely filed. This is a contract interpretation issue. If the employer fails to respond, the collective bargaining

agreement contains no timeline for moving to arbitration, and the filing cannot be untimely.

While the City is challenging this proceeding on procedural grounds, at the hearing, the City did not put in any evidence of how the filing was late. There is undisputedly a timeline for the filing and processing of grievances. The City, however, failed to introduce any evidence of the dates of filings. Without evidence of when the filing was due and when it was made, the City has failed to meet its burden of establishing the filing was late. The grievance, therefore, is procedurally arbitrable.

OPINION

The issues before me are:

Is the grievance procedurally arbitrable? If so,

Was there just cause for the termination of Niles LaValley? If not, what shall be the remedy?

For all the reasons stated below, I find that the grievance is not procedurally arbitrable, and the grievance is denied.

The parties' collective bargaining agreement (in relevant part) states in Article IX, Section 4 that:

A Grievance for purposes of this agreement is a written dispute, claim or complaint involving a question of interpretation or application of this agreement as it applies to wages, hours, standards of productivity and performance, or other terms and conditions of employment and may be filed by either the Association or an employee in the bargaining unit and shall be settled as hereinafter provided. Every effort shall be made to settle such grievance at the earliest step and in the following manner:

1. Between the employee and the Chief of the Department within five (5) days of the occurrence of the grievance or within five (5) days of his knowledge of it.
2. If within five (5) days no settlement is reached, the grievance may be submitted to the Board of Fire Commissioners.
3. If within fourteen (14) calendar days, or by the next regularly scheduled Commission Meeting, whichever is later, no settlement is reached, the grievance may be submitted to the Mayor or his designee. The Mayor or his designee shall render a decision within thirty (30) calendar days, and such decision shall be final unless a request for arbitration is made within ten (10) calendar days of receipt of written decision of the Mayor or his designee. ...
5. Should the employer fail to respond within the prescribed time limits at any stage of the grievance procedure, without waiver by the union, the union in its sole discretion and option, shall have the right to move the grievance to the next step. ...

The language of Article IX, Section 4 is clear and unambiguous in setting out the timelines and responsibilities of each party in the grievance procedure. In relevant part to this case, after a grievance is denied by the Fire Commission, the grievance may be submitted to the Mayor. The Mayor or his designee shall render a decision within thirty days, at which time the Union shall have 10 days to request arbitration.

In the present matter, the Mayor declined to respond to this grievance and allowed his thirty days to elapse without a response. In such a scenario, subsection 5 states that:

Should the employer fail to respond within the prescribed time limits at any stage of the grievance procedure, without waiver by the union, the union in its sole discretion and option, shall have the right to move the grievance to the next step.

Thus, the Union, if it desired, was under the obligation to file for arbitration within 10 days of that date the Mayor's response was due. The exhibits submitted into evidence at the hearing, outline that the Union filed the grievance with the Mayor on June 3, 2024, making the Mayor's response to the Union due on July 3, 2024. Under these facts, the Union, if inclined, was then obligated to file for arbitration by July 13, 2024, 10 calendar days from the date the Mayor's response was due. Ultimately, the Union filed for arbitration on August 28, 2024, well beyond the contractually agreed upon timeline.

The Union argues that the 10-day time limit for filing for arbitration only applies if there is a response from the Mayor. This argument is unpersuasive based on the language of subsection 5 which outlines the procedure to follow if the employer fails to respond at any step of the grievance procedure, as the Mayor did here. Under this argument, the Union would have an unlimited amount of time to file an arbitration if the Mayor fails to respond. This argument is contrary to the stated timeline for filing for arbitration outlined in the collective bargaining agreement that the parties collectively bargained and are entitled to enforce.

For all the reasons stated above, I find that the grievance is not procedurally arbitrable, and the grievance is denied.

AWARD

The grievance is not procedurally arbitrable. The grievance is denied.



Timothy Hatfield, Esq.
Arbitrator
March 27, 2026