

AGREEMENT

between

TOWN OF AVON

and

**AVON FIREFIGHTER'S
RELIEF ASSOCIATION**

July 1, 2018 to June 30, 2021

Board of Selectmen

**Steven Rose, Chairman
Eric Beckerman
Jason Suzor**

AFRA Bargaining Committee

**Matthew Doucet, President
Robert Jones
Joe Aiello
Matthew MacDonald
Daniel Hart**

GENERAL STATEMENT OF PURPOSE

The following contract by and between the Town of Avon, hereinafter referred to as the "Town" and the Avon Firefighters Relief Association, hereinafter referred to as the "Association" is designed to create, maintain and promote a harmonious relationship between the Town and the members of the Association in order to provide the most effective public service possible.

ARTICLE 1

RECOGNITION

The Town hereby recognizes the Association as the exclusive representative and bargaining agent for the unit containing all call members of the Fire Department.

ARTICLE 2

DUES AND AGENCY SERVICE FEE

The employer shall deduct from all employees in the bargaining unit an amount equal to the Association's regular membership dues, according to the provisions of Mass. General Laws Chapter 150. Section 12, effective thirty days after the effective date of this agreement or thirty days after the beginning of employment with the Town, whichever is later, it shall be a condition of employment that all employees in the bargaining unit pay to the Association a service fee equal to the amount of becoming a member and remain a member in good standing of the Association. Remittance of the aggregate amount of service fee deducted shall be transmitted to the Treasurer of the Association monthly.

ARTICLE 3

ASSOCIATION MEETINGS

The town shall provide space within acceptable Town-owned facilities for the purpose of allowing the Association to conduct closed meetings. These facilities shall be made available to the Association on a regular basis and at reasonable times. The Association shall be provided space within the Day Room for an Association Bulletin Board.

ARTICLE 4

PERSONNEL

- A. There shall be a minimum of twenty-two (22) call personnel within the department with the following minimum number of call personnel within the ranks of the department:

*One (1) Captain
Three (3) Lieutenants
Eighteen (18) Permanent call firefighters*

- B. **Residency Requirement:** All members of the Fire Department shall be residents of the Town of Avon. *This residency requirement, as stated, may be waived subject to the approval and discretion of the Fire Chief.*

- C. **Leave of Absence:** Any member of the Call Fire Department may be granted a personal leave of absence up to a maximum of one year upon written request to the Fire Chief.

1. All leaves granted shall be without pay.
2. All members shall return within time limit or their employment may be terminated.
3. The Fire Chief may grant extensions to a leave at his discretion.
4. Upon return, the member shall be reinstated to his former position with all rights and benefits and without loss of seniority.

- D. **Temporary Appointments:** When any member is granted a leave under Section D, his position shall be temporarily filled within 30 days of the granting of the leave, by the most senior qualified member in the rank below, as determined by the appointing authority. He shall receive the pay of that position only for the term of such temporary appointment.

The appointments shall be made on a temporary basis pending the return of the member on leave of absence at which time they shall revert to their former standing.

ARTICLE 5

A. Firefighters Annual Salary:

Each permanent call firefighter shall receive in addition to his hourly rate:

Entry Level.....\$900.00
Permanent Level..... \$1,800.00

Each provisional call firefighter shall be paid the annual salary set forth in the "Entry Level" upon satisfactorily completing training required by the Department:

First year: New recruits will be given one (1) year review by the Chief with input from the officers, to determine if the recruit has "met the requirements."

Each Permanent Call Firefighter shall be paid the salary set forth in the "Permanent Level" upon satisfactorily completing training required by the Department. Training shall include completion of Monday Night "In-service" training and "Outside" training courses offered by the Massachusetts Firefighting Academy or other approved training organization.

Second Year: Permanent Call Firefighters will be given a two (2) year review by the Chief, with input from the officers, to determine if the firefighter has met the requirements.

B. Officers Annual Salary: Each employee promoted to an officer's position shall receive the following annual salary in addition to his hourly rate:

Lieutenant \$3,600.00
Captain \$4,500.00

- C **Hourly Rate:** In addition to the annual salary payable as set forth above, each member of the bargaining unit shall be paid as per the pay structure below for hours worked:

HOURLY PAY SCHEDULE

Effective July 1, 2018

<u>Grade</u>	<u>Years of Service</u>	
1	0-1	\$15.42
2	1-5	\$21.42
3	5-10	\$24.07
4	10-15	\$24.53
5	15-20	\$26.01
6	21+	\$27.03

Effective July 1, 2019

<u>Grade</u>	<u>Years of Service</u>	
1	0-1	\$15.73
2	1-5	\$21.84
3	5-10	\$24.55
4	10-15	\$25.02
5	15-20	\$26.53
6	21+	\$27.57

Effective July 1, 2020

<u>Grade</u>	<u>Years of Service</u>	
1	0-1	\$16.04
2	1-5	\$22.28
3	5-10	\$25.04
4	10-15	\$25.52
5	15-20	\$27.06
6	21+	\$28.12

- D. **Monday Night Drill Compensation:** Shall be compensated for at the hourly rate for those hours in attendance.

- E. **Shift Coverage/ Augmentation**: Each employee who covers or augments a regularly scheduled duty shift or any portion thereof shall be compensated at his or her regular hourly grade rate as defined per Item C. Hourly Rate-Hourly Pay Schedule.

ARTICLE 6

METHODS OF CALCULATING HOURS AND WAGES

- A. **Payroll Schedule**: Each employee shall be paid one-twelfth (1/12) of his annual salary each month together with the money due such employee at the hourly rate for all hours worked. Payment shall be made to employees within five (5) days after the calendar week in which each month ends.
- B. **Work Hours**: The first work hour shall commence with the sounding of an alarm, and shall conclude upon the expiration of sixty minutes thereafter, or at the sounding of the "all out" signal, whichever occurs sooner. The second hour shall commence sixty-one (61) minutes after the time of the sounding of the alarm. All subsequent work hours shall commence with each succeeding hour from the time of the sounding alarm.
- C. **Eligibility**: All employees shall be eligible to respond to all alarms. Each employee reporting to an alarm within one (1) hour subsequent to the sounding of an alarm, as described in paragraph B, shall be credited with the hour in determining hours working as well as all succeeding time periods worked.
- D. **All Out Signals**: An "All Out" signal shall not be sounded until all apparatus has returned to the fire station and to a state of readiness for another alarm. This signal shall not be delayed beyond the time at which the apparatus is in a state of readiness.
- E. **Early Release**: Early release may be granted by the Duty Officer or in his absence by the highest ranking officer or senior unit member upon request. The time out and reason shall be noted on the call sheet next to the name of the employee.
- F. **Emergency Calls**: Whenever any piece of firefighting apparatus or the ambulance responds to any emergency call where firefighting or medical services will be provided, the tone shall be sounded in the usual manner for a normal response. This does not include calls for public assistance and investigations.

G. Details: All extra details which are not filled by Full Time Firefighters shall be filled by members of this Association on a rotating basis.

1. The Chief and/or his officers shall construct a list of privates and provisional employees to be posted in the Chief's office and maintained with the names of those members next eligible to fill details.
2. Each detail shall be filled from the list by an officer who shall be in charge of setting up the detail. The officer shall keep records of those called, time worked, work performed, nature of detail, and shall see that the detail remains properly filled until the end of the detail.
3. **Seniority and Details:** Although a member of the Department may have seniority in time on the Department, it may be in the best interest of the Town that he be passed by due to lack of qualifications, i.e., storm standby where EMT's are needed and the senior man next in line is not certified. If this be the case, the senior man passed over shall be first considered for the next detail.
4. **Court time:** Any employee summoned for court appearance or deposition, either criminal or civil, as a result of actions as being a member of the Fire Department, shall be paid a minimum of four (4) hours pay at 1.5 times the current hourly rate for attendance.
5. **Private Details:** Any member hired by an outside contractor for private details, shall be compensated at the rate of **\$35.00** per hour with a four (4) hour minimum.

H. Holiday Pay: Any member who works on a recognized holiday shall be paid at one and one-half times their current hourly rate for all such work performed during the 24 hour period of the recognized holiday per the following schedule:

1. New Years Day
2. Presidents Day
3. Memorial Day
4. Independence Day
5. Labor Day
6. Veteran's Day
7. Thanksgiving Day
8. Christmas Eve
9. Christmas Day
10. New Year's Eve

ARTICLE 7

OVERTIME

- A. An employee working in excess of 40 hours in a workweek shall be paid at one and one-half times the current hourly rate for all such work in excess of 40 hours. Officers Duty time shall be excluded from the calculation of "40" hours, except that investigation time and time after the sounding of an alarm shall not be excluded.

Workweek: A workweek shall consist of seven (7) consecutive days beginning at 12:00 a.m. Friday and concluding at 11:59 p.m. the following Thursday for the purpose of computing overtime, and or injury leave.

ARTICLE 8

EMT INCENTIVE

All employees, permanent and/or provisional, certified nationally or Massachusetts registered as an Emergency Medical Technician, shall receive the following incentive payments:

For Fiscal Year 2015

<i>EMT-B</i>	<i>\$1,500.00</i>
<i>EMT-P</i>	<i>\$3,800.00</i>

For Fiscal Years 2016 and 2017

<i>EMT-B</i>	<i>\$1,650.00</i>
<i>EMT-P</i>	<i>\$3,950.00</i>

Payments will be made biannually, one-half in May payroll and one-half in the November payroll period.

ARTICLE 9

PROTECTIVE CLOTHING AND UNIFORMS

- A. **Protective Clothing:** The Town shall issue to each employee upon employment the following:

- One (1) Firefighter's helmet
- One (1) Firefighter's bunker coat
- One (1) Firefighter's bunker pants with boots
- Two (2) pair Firefighter's gloves
- One (1) "Nomex" Firefighter's hood

All protective clothing described above shall meet the most current NFPA minimum standards pertaining to Protective Clothing for Structural Firefighting, Helmets for Structural Firefighting, Protective Footwear for Structural Firefighting and Gloves for Structural Firefighting. Any reissue or replacement of above shall be of equal or superior quality and design. Any changes in the above section (A), are subject to the Fire Chief's approval.

- B. **Work Uniforms:** Each employee shall be credited annually, the following amounts for the purpose of purchasing work uniforms and/or sundry items which will be used by the employee in the course of performing his/her duties:

2018-2021 \$400.00

Employees shall be reimbursed up to this amount upon presentation of paid bills to the Chief. All purchases and reimbursement requests must be submitted to the Chief not later than April 30th of each fiscal year. Work uniforms shall be in compliance with the Fire Department's uniform policy.

- C. **Replacement:** Protective clothing, protective equipment and work uniforms damaged in the line of duty shall be replaced at the Town's expense.

D. Dress Uniforms: The Town shall issue to each employee, within one year of employment, one complete Class A dress uniform consisting of the following:

- One (1) Cap with badge
- One (1) Dress blouse with breast badge
- One (1) Pair of dress pants
- One (1) Short sleeve white dress shirt for officers, light blue for privates
- One (1) Long sleeve dress white shirt for officers, light blue for privates
- One (1) Black tie

Dress uniforms shall be replaced at the discretion of the Fire Chief.

E. Insignia: The Department shall have available and issue to each employee sufficient patches, both Fire Department and EMT, minimum of six (6) patches each style.

ARTICLE 10

EMPLOYMENT AND PROMOTION

A. The Fire Chief shall be the sole appointing and promoting authority.

B. Probationary Period: Each provisional employee appointed by the Fire Chief shall remain on probation for twelve months from the appointment date, during which period he may be terminated without a hearing. During the probationary period, each new employee shall be required to fully complete a "First Responder Course".

ARTICLE 11

IDENTIFICATION CARDS

The Town shall issue a photo identification card to each employee suitable to identify himself as an employee of the Avon Fire Department within 60 days of his employment and updated within 5 years. (They shall be the size of a driver's license or wallet size.)

ARTICLE 12

OCCUPATIONAL INJURY LEAVE

- A. Eligibility:** Beginning July 1, 2018, up to June 30, 2021, an employee injured while in performance of duty, commencing with the first work hour as set forth in Article 6, B and C, or when at the station for training, shall be compensated weekly at the rate of \$600.00 per week until he is fit to return to full duty with the Fire Department.
1. Any such injury shall be reported immediately at the scene of occurrence to the highest ranking officer or most senior member and to the chief or duty officer or most senior member and to the chief or duty officer upon return to the station. Insurance forms maintained by the Department should be completed and returned to the Chief within 48 hours of the injury or as soon as is practical and feasible thereafter.
 2. Communicable disease as may be the result of exposure to infected individuals which does not present symptoms within the 48 hour time frame as defined under Subsection 1 shall be considered an occupational injury and shall be compensated as defined under Subsection A.
 3. Illness which may result due to the exposure of hazardous materials, which do not present symptoms within the 48 hours time frame as defined under Subsection 2 shall be considered an occupational injury as defined under Section A and shall be compensated same.

- B. Benefits:** The Town shall maintain disability income and accidental bodily injury insurance covering employees. Any benefits there under to which an employee is eligible and entitled shall be assigned to the Town, up to but not exceeding the sum of the weekly benefit, provided that the Town is compensating the employee at the benefit rate, as set forth in Article 14, Section A, for an injury.
1. The Fire Chief, prior to approval of "Injury Leave" may require that an employee be examined by a physician of the Town's choice, at the Town's expense, and similarly from time to time during the term of such leave. The employee's physician shall be afforded full opportunity to consult with the Town's doctor as to the employee's fitness to return to duty.
 2. A specialist, determined by the Town, in the specific field of the "injury" claimed, shall be the binding decision of eligibility for return to duty.
 3. The town shall provide malpractice insurance for all EMTS and shall supply a copy of the policy to the covered employees.

ARTICLE 13

GRIEVANCE PROCEDURE

The term grievance shall mean any dispute concerning a past practice or the application or interpretation of the term of this collective bargaining agreement.

Procedure: An Association representative and/or the aggrieved employee(s) shall present the grievance in writing within 21 days of the incident to the Chief of the Fire Department who shall meet with the Association's Grievance Committee and/or the employee(s) involved within three (3) days from the time the grievance was placed with him and he shall answer the grievance in writing within five (5) days after the meeting.

Step 2: If the grievance is not resolved in Step 1 or answered by the Chief within the time limits set forth above, the grievance may be presented to the Board of Selectmen by the Association within ten (10) days after the Chief's answer was due. The Board of Selectmen shall meet with the Association Grievance Committee within ten (10) days of receipt of the grievance, and shall answer the grievance in writing within five (5) days after the meeting.

Step 3: If the grievance is not adjusted satisfactorily in Step 2, it may be hereafter submitted within fifteen (15) days to the American Arbitration Association of arbitration in accordance with its rules.

Each party shall bear the expense of preparing its own case, but shall share equally in the cost, if any, of the arbitrator's services.

Any of the time limits outlined in this Article may be extended or changed at any time by mutual agreement of the parties participating at any step in the grievance /arbitration procedure. A grievance of a general nature, affecting a large number of employees or a policy grievance, may, at the option of the Association, be filed at Step 2 of the Grievance Procedure.

ARTICLE 14

ASSOCIATION/MANAGEMENT COMMITTEE

There shall be an Association Management Committee, which shall consist of three representatives designated by the Association and three representatives designated by the employer.

The Committee shall meet by mutual agreement whenever necessary.

The purpose of this Committee is to provide a means for continuing communication between the parties and for promoting a climate of constructive employee relations.

Subjects discussed shall be confined to matters not covered under the Collective Bargaining Agreement. However, the general application of the agreement may be discussed by mutual agreement of the parties.

The meeting shall not be for the purpose of discussing pending grievances or for the purpose of conducting negotiations on any contract matter.

ARTICLE 15**EDUCATION AND TRAINING**

Compensation for Required Courses: Each employee attending a course or seminar at the direction or request of the Chief or state mandate, shall be compensated at the current hourly rate for each hour attended.

ARTICLE 16**SERVICE AWARDS**

A. All members of the Avon Firefighters' Relief Association shall be awarded according to the following scale upon separation from the Avon Fire Department:

<i>15 years</i>	<i>\$3,000.00</i>
<i>20 years</i>	<i>\$4,500.00</i>
<i>25 years</i>	<i>\$6,000.00</i>
<i>30 years+</i>	<i>\$8,000.00</i>

1. Service time will be calculated from the date of hire.
2. Leaves of absence extending more than three continuous months will be deducted from the total service time.

ARTICLE 17

IN-SERVICE TRAINING

In-Service Training: In-service training drills shall take place on a weekly basis. All members shall be eligible to attend. Drills shall be held for a minimum of three (3) consecutive hours per week.

Minimum Attendance At Monday Night Drills: Any Firefighter who misses a Monday night drill, excluding holidays, sickness and /or vacations, without the Chief's approval, shall be subject to disciplinary action or reprimand.

ARTICLE 18

PHYSICAL EXAMINATIONS

1. Employees appointed to the Fire Department after November 1, 1996 will be subjected to the Initial Medical and Physical Fitness Standards Regulations for Municipal Public Safety Personnel. These standards are promulgated pursuant to M.G.L. c.31, s.61A and c.32, s.5(3) (e).
2. All employees who were appointed prior to November 1, 1996 shall undergo a physical examination by a physician of their choice once every three (3) years starting January 1, 1998. If desired, the employee may elect to undergo the examination by the Town's physician. Physicians will be asked by the employee to issue a letter to the Chief stating whether or not the employee is fit for firefighting duties.
3. If the employee lacks sufficient insurance to cover the cost of an examination, the Town shall be responsible for the cost. In cases where the Town pays for the examination, the employee shall undergo the examination by a physician selected by the Town.

4. To return to full duty, a letter from the attending physician shall be required stating that the employee is fit to return to duty. The Fire Chief, prior to approving the employee's return to full duty, may require that the employee be examined by a physician of the Town's choice and at the Town's expense. The employee's physician shall be afforded full opportunity to consult with the Town's physician as to the employee's fitness to return to duty. If a conflict exists between the opinions of the physicians, a specialist determined by the Town, in the specific field, shall have the binding decision of eligibility for return to duty.

ARTICLE 19

DRUG AND ALCOHOL TESTING (Reasonable Suspicion and Random)

Members shall be subject to the Town of Avon's Drug and Alcohol Testing Policy (attached hereto). Members whose names are drawn for random testing shall be notified upon arrival for Monday night drills of their selection for testing and shall be tested on-premises at the Avon Fire Headquarters. Members shall henceforth notify the Chief or his designee of their intention not to attend any Monday night drill no later than 5:00 PM on the preceding Thursday. Failure to provide said notice of absence may result in disciplinary action.

ARTICLE 20

Section 1: The term of this agreement shall be effective July 1, 2018 and shall continue in force to and including June 30, 2021.

Section 2: On or after April 1, 2021 the Association shall notify the Town of its first proposals for a new agreement, to be effective on the termination of this agreement, and the parties shall proceed forthwith to bargaining collectively with respect thereto.

Section 3: If a new agreement has not been executed on or before June 30, 2021, this agreement shall continue in force and effect until a successor agreement is executed.

Signed this 14th day of October, 2021.

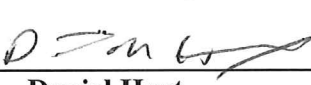
Avon Firefighters' Relief Association:

By 
Matthew Doucet, President

By 
Robert Jones

By 
Joe Aiello

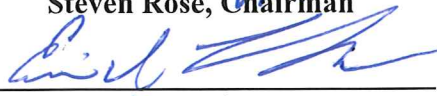
By 
Matthew MacDonald

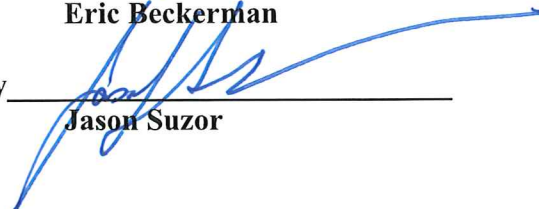
By 
Daniel Hart

The Town of Avon

By It's Board of Selectman:

By 
Steven Rose, Chairman

By 
Eric Beckerman

By 
Jason Suzor