

**AGREEMENT  
BETWEEN  
THE TOWN OF AVON, MASSACHUSETTS  
AND  
THE PROFESSIONAL FIREFIGHTERS OF AVON  
LOCAL 3857  
OF THE  
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, A.F.L. - C.I.O.**

**JULY 1, 2021 TO JUNE 30, 2024**

AGREEMENT BETWEEN THE TOWN OF AVON AND  
THE PROFESSIONAL FIREFIGHTERS OF AVON

**TABLE OF CONTENTS**

<b>ARTICLE</b>	<b>DESCRIPTION OF CONTENTS</b>	<b>PAGE</b>
1 -	Contract Period & Duration	4
	Definition of Terms & Purpose	4
	Savings Clauses	4
2 -	Recognition of Bargaining Unit	4
3 -	Out of Rank	5
	Step Requirements	5
	Wage Schedules	6
	Bi-Weekly Pay	7
	E.M.T. Incentives	7
	Malpractice Insurance	8
	Certification Incentives	8
	Longevity	8
	Educational Incentives	8
	Service Fees	9
	Specialized Positions	9
	Holiday Pay	10
4 -	Special Leave	11
	Sick Leave	11
	Death Leave	12
	Personal Days	12
	Union Business	12
5 -	Vacation	13
6 -	Paid Details	13
	Court Time	14
7 -	Overtime	14
8 -	Uniform Issue & Allowance	15
9 -	Definition of Duty	17
10 -	Department Seniority	17
11 -	Grievance Procedure	17
12 -	Lay-Off clause	18

**July 1, 2021– June 30, 2024**

AGREEMENT BETWEEN THE TOWN OF AVON AND  
THE PROFESSIONAL FIREFIGHTERS OF AVON

**TABLE OF CONTENTS (continued)**

<b>ARTICLE</b>	<b>DESCRIPTION OF CONTENTS</b>	<b>PAGE</b>
13 -	Minimum Manning	18
14 -	Promotional Procedures	19
15 -	Personnel File Inspection	19
16 -	Senior Step	19
17 -	Health Insurance	20
18 -	Injured on Duty	20
19 -	Rights and Responsibilities	21
20 -	Drug and Alcohol Policy	22

AGREEMENT BETWEEN THE TOWN OF AVON AND  
THE PROFESSIONAL FIREFIGHTERS OF AVON

ARTICLE 1  
CONTRACT PERIOD & DURATION  
DEFINITION OF TERMS & PURPOSE, SAVINGS CLAUSES

CONTRACT PERIOD & DURATION

This agreement shall be from **July 1, 2021 to June 30, 2024**. This agreement may be reopened by both parties in joint agreement by written notice.

If a new agreement has not been executed on or before **June 30, 2024** this agreement shall continue in force and effect until a successor agreement is executed.

DEFINITION OF TERMS & PURPOSE

The following contract, inclusive, by and between respectively, the Town of Avon, hereinafter referred to as the "Town", and the firefighters who have been recognized by the Town of Avon as Professional Firefighters of Avon - Local 3857, International Association of Firefighters, A.F.L.-C.I.O. hereinafter known as "Professional Firefighters", is designed to maintain and promote a harmonious relationship between the Town of Avon and such of its employees who are within the provisions of this contract in order that more efficient and progressive public service may be rendered.

SAVINGS CLAUSES

This agreement has not been designed to violate any federal, state, county or municipal laws, nor shall anything in this Agreement be interpreted as diminishing the rights of the Town to determine and prescribe the methods and means by which the operation of the Fire Department shall be conducted, other than as limited by this agreement.

All job benefits presently enjoyed by the members, which are not specifically provided for or abridged by this contract, shall continue under the conditions upon which they had previously been granted.

ARTICLE 2  
RECOGNITION OF BARGAINING UNIT

The Town of Avon in accordance with Massachusetts General Laws, Chapter 150E, hereby recognizes the Professional Firefighters of Avon, Local 3857, I.A.F.F, A.F.L.-C.I.O. as the exclusive representative and bargaining agent for all full-time firefighters of the Avon Fire Department up to and including the Deputy Chief of the Fire Department.

**July 1, 2021– June 30, 2024**



AGREEMENT BETWEEN THE TOWN OF AVON AND  
THE PROFESSIONAL FIREFIGHTERS OF AVON

ARTICLE 3

OUT OF RANK; STEP REQUIREMENTS; WAGE SCHEDULES; BI-WEEKLY  
PAY; E.M.T., CERTIFICATION & EDUCATIONAL INCENTIVES;  
MALPRACTICE; LONGEVITY; SERVICE FEES & HOLIDAY PAY

Effective January 1, 1999, there shall be a bargaining unit Officer on each group

OUT OF RANK                      Effective July 1, 2002

The Professional Firefighters shall endeavor to assure that all open shifts are filled in the following manner:

- a) Paramedics shifts are filled within the ranks of Paramedics.
  - b) Shift Commanders are filled within the ranks of Shift Commanders.
  - c) Firefighter shifts are filled within the ranks of Firefighters.
- 
- 1. In the case of a shift that has no Fire Officer working, the senior Firefighter working shall be compensated an additional 5% of their pay.
  - 2. In the case that the "Fire Chief" position becomes vacant, the Town may appoint an "Acting Fire Chief" from within the ranks of the bargaining unit. The "Acting Fire Chief" position shall be offered to members by rank. The Officer who accepts such position shall be compensated at the "Fire Chief" current base rate of pay and perform the same duties, for a period as specified by the Board of Selectmen.

The following steps will be required in order to advance:

Step Progression and placement on scale shall be as follows:

- Step 1: Less than 1 year of Firefighting Experience
- Step 2: Completion of 1 year of firefighting as well as Graduate of Firefighting Academy or equivalent
- Step 3: Completion of 3 years of Firefighting experience and Graduate
- Step 4: Completion of 5 years of Firefighting experience and a Graduate
- Step 5: Completion of 7 years of Firefighting experience and a Graduate
- Step 6: Completion of 11 years of Firefighting experience and a Graduate

July 1, 2021– June 30, 2024

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# AGREEMENT BETWEEN THE TOWN OF AVON AND THE PROFESSIONAL FIREFIGHTERS OF AVON

Captain's Pay shall be calculated at the Step 6 rate plus 12.5%

Deputy Chief's Pay shall be calculated at the Captain's Pay plus 15%

## Effective July 1, 2021 Retro on BASE ONLY

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Capt.</u>	<u>Deputy</u>
57042.7	58183.55	59347.23	60534.17	61744.85	62979.75	70852.22	81480.05

## Effective July 1, 2022

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Capt.</u>	<u>Deputy</u>
58183.55	59347.22	60534.17	61744.85	62979.75	64239.34	72269.26	83109.65

## Effective July 1, 2023

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Capt.</u>	<u>Deputy</u>
59056.3	60237.43	61442.18	62681.02	63924.45	65202.93	73353.3	84356.29

Step	%	Yearly Salary	Weekly Salary	25yr Senior Step 1%	26yr Senior Step 2%	27yr Senior Step 2%
1		\$43,552.35	\$837.55	**	**	**
2		\$45,367.05	\$872.44	**	**	**
3		\$47,184.53	\$907.39	**	**	**
4		\$53,231.13	\$1,023.68	\$53,763.44	\$54,838.71	\$55,935.48
Captain	12.50%	\$59,885.02	\$1,151.63	\$60,483.87	\$61,693.55	\$62,927.42
Deputy	15.00%	\$68,867.77	\$1,324.38	\$69,556.45	\$70,947.58	\$72,366.53

<u>Effective July 1, 2019</u>		2% Increase				
Step	%	Yearly Salary	Weekly Salary	25yr Senior Step 1%	26yr Senior Step 2%	27yr Senior Step 2%
1		\$44,423.40	\$854.30	**	**	**
2		\$46,274.39	\$889.89	**	**	**
3		\$48,128.22	\$925.54	**	**	**
4		\$54,295.75	\$1,044.15	\$54,838.71	\$55,935.48	\$57,054.19
Captain	12.50%	\$61,082.72	\$1,174.67	\$61,693.55	\$62,927.42	\$64,185.97
Deputy	15.00%	\$70,245.12	\$1,350.87	\$70,947.58	\$72,366.53	\$73,813.86

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AGREEMENT BETWEEN THE TOWN OF AVON AND  
THE PROFESSIONAL FIREFIGHTERS OF AVON

BI-WEEKLY PAY

Beginning on the first pay-period immediately following April 1, 2017, the Town will commence payment of wages on a bi-weekly basis. At the time of the conversion, employees shall receive an additional one (1) week's pay to assist in the transition to the new pay system. The one week's pay described herein shall be paid out at the time of the transition one week after the last weekly pay cycle.

CAPTAIN STATUS

All Captains shall hold or obtain a Fire Officer 1 Certification within one (1) year of appointment barring circumstances beyond the individual's control.

E.M.T. INCENTIVE

All members of the Professional Firefighters, in addition to their regular rate of pay, shall be compensated annually at the following rate:

<b>E.M.T. Level</b>	<b>July 1, 2004</b>	<b>July 1, 2005</b>	<b>July 1, 2006</b>
<b>E.M.T. Basic</b>	\$3,200.00	\$3,300.00	\$3,400.00
<b>E.M.T. Intermediate</b>	\$4,200.00	\$4,300.00	\$4,400.00
<b>E.M.T. Paramedic</b>	\$6,200.00	\$6,300.00	\$6,400.00

The expenses for all required E.M.T. training hours, certification fees, and D.O.T. refreshers will be paid for by the Town under the following policy:

- 1) All such courses and training must be approved by the Chief.
- 2) If a course of training is requested by an employee for professional advancement, and is not conducted during the employee's normal working hours, the employee may not be paid wages for attending such course training.

Members will receive one half of the incentive on the first December pay period and the other half on the first June pay period.

The above EMT Incentives shall be added to an employee's base salary for purposes of the calculation of overtime effective January 26, 2017.

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AGREEMENT BETWEEN THE TOWN OF AVON AND  
THE PROFESSIONAL FIREFIGHTERS OF AVON

MALPRACTICE INSURANCE

The Town shall provide Malpractice Insurance for all members of the bargaining unit, and supply a copy of such to the Union annually.

CERTIFICATION INCENTIVE

Each member will be eligible for an additional 1% of their base salary for each accredited Certification from the National Board on Fire Service Professional Qualifications, up to a maximum of 3% per year, and a total of not more than 7%, dividing the incentive amount into twenty-six equal pay periods. Firefighter 1, Firefighter 2 and Hazmat Operational Certifications shall not be eligible for additional compensation, as they are part of the Academy training. The certification incentive will be added as a percentage to the base effective on the start of the certification for the individual. No salary adjustments will be made until documentation of the certification is produced.

LONGEVITY

Schedule of Payments:

A.	Five (5) years of service	\$300 Annually
	Ten (10) years of service	\$500 Annually
	Fifteen (15) years of service	\$700 Annually
	Twenty (20) years of service	\$800 Annually
	Twenty-five (25) years of service	\$900 Annually

B. Longevity payments shall be made no later than July 31<sup>st</sup>.

EDUCATIONAL INCENTIVE

The Educational Assistance Program is designed to enhance the educational levels of the Town's Professional Firefighters and increase the efficiency with which they perform their jobs on a daily basis. The program shall be limited to the attainment of either an Associates or Bachelor's degree from an accredited institution in the following courses of study: Fire Science, Fire Administration, EMS Administration, Emergency Services Management, Homeland Security, Nursing, Business Administration with a concentration in Public Administration, Health Care Administration, or Occupational Safety and Health.

The Educational Assistance Program shall be administered as follows:

July 1, 2021– June 30, 2024

## AGREEMENT BETWEEN THE TOWN OF AVON AND THE PROFESSIONAL FIREFIGHTERS OF AVON

For the Associates Degree there will be 1% of the salary granted for every three classes successfully completed with a maximum of 2.5% of the salary per year. Thus a maximum of 7.5% incentive will be granted for the total number of courses required to achieve the degree.

For the Bachelors Degree there will be 1% of the salary granted for every three classes successfully completed with a maximum of 2% of the salary per year. Thus a maximum of 14% incentive will be granted for the total number of courses required to complete the degree program.

The Educational Assistance Program incentive will be computed into the weekly salary of the employee by a percentage of the individuals base salary. No salary adjustments will be made until documentation of the education is produced.

### SERVICE FEES

The Town shall comply with the Massachusetts General Laws, Chapter 150E, Section 12 and the payment of a Service Fee by employees of the Bargaining Unit who do not wish to join the I.A.F.F. shall be a condition of employment. The service fee to be paid by non-members, of the Local 3857 of the International Association of Firefighters, A.F.L. – C.I.O. shall be equal to the amount paid as dues by its members, except as may be prohibited by law.

The Town will deduct from the pay of each employee, for whom the Town Treasurer has received an appropriate check-off authorization executed by the employee, Union Dues, an initiation fee, or assessment. The Town will remit aggregate amount of such deductions to the Union within Thirty (30) days from when it is deducted.

The Union will indemnify and save the Town Of Avon harmless against any claim, demand suit or other form of liability that may arise of or by reason of, action taken by the Town at the request of the Union for the purpose of complying with this section titled "Service Fees".

### SPECIALIZED POSITIONS

Effective July 1, 2022:

EMS Coordinator: A full-time employee within the unit shall be appointed by the Fire Chief to serve as the Department's EMS Coordinator. The EMS Coordinator shall be paid an annual stipend of \$2500.00 to be paid in equal halves on the first full pay period following July 1 and January 1 of each Fiscal Year).

July 1, 2021– June 30, 2024

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AGREEMENT BETWEEN THE TOWN OF AVON AND  
THE PROFESSIONAL FIREFIGHTERS OF AVON

Fire Training Officer: A full-time employee within the unit may be appointed by the Chief to serve as Field Training Officer. If so appointed, the Field Training Officer shall be paid an annual stipend of \$750.00 to be (paid in equal halves on the first full pay period following July 1 and January 1 of each Fiscal Year).

Public Fire Educator: A full-time employee within the unit may be appointed by the Chief to serve as Public Fire Educator. If so appointed, the Public Fire Educator shall be paid an annual stipend of \$750.00 to be (paid in equal halves on the first full pay period following July 1 and January 1 of each Fiscal Year).

Equipment and Vehicle Maintenance Coordinator: A full-time employee within the unit may be appointed by the Chief to serve as Equipment and Vehicle Maintenance Coordinator. If so appointed, the Equipment and Vehicle Maintenance Coordinator shall be paid an annual stipend of \$750.00 to be (paid in equal halves on the first full pay period following July 1 and January 1 of each Fiscal Year).

To the extent possible, all work performed in said roles shall be accomplished within the individual's assigned (non-overtime) shift.

HOLIDAY PAY

The following days shall be considered holidays:

New Years Day	Columbus Day
Washington's Birthday	Veteran's Day
Patriot's Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Martin Luther King Day
Labor Day	December 24
	December 31

This article will be construed to mean that each Professional Firefighter is guaranteed thirteen (13) paid holiday shifts in any given year of this contract. Said holiday pay shall consist of the equivalent of thirteen (13) paid holiday shifts, and shall be cumulative and paid to the employee in two payments. One half shall be paid on the first pay period in June, and the other half shall be paid in the first pay period of December. For the purpose of this section, a holiday shift shall be defined as twelve (12) hours.

Any member who works a regularly assigned shift of any listed holiday shall be paid at his overtime rate for that shift. Any member who works any overtime



AGREEMENT BETWEEN THE TOWN OF AVON AND  
THE PROFESSIONAL FIREFIGHTERS OF AVON

shift on these listed holidays shall be paid at the rate of double time for that shift.

ARTICLE 4  
SPECIAL LEAVE, SICK LEAVE, DEATH LEAVE,  
PERSONAL DAYS & UNION BUSINESS

SPECIAL LEAVE

Each employee may be granted special leave with pay for a day on which he is able to secure another employee to work in his place, said special leave to be for an unusual occurrence, or for some purpose not in the normal course of events. This leave may be allowed provided:

- A. Such substitution does not impose any additional cost to the town.
- B. The Fire Chief must be notified for his approval at least one (1) day prior to its becoming effective: in the case of an emergency, arrangements may be made on a shorter term.

SICK LEAVE

- A. Sick leave may be considered to be absent from duty without loss of pay for the following reasons:
  - 1. Illness or injury that prevents performance of duty
  - 2. When an employee is required to undergo medical, optical, or dental treatment when such treatment cannot be accomplished on off duty hours.
- B. An employee may be absent without loss of pay for the following reasons:
  - 1. When an employee is absent from duty because of illness for which he would be entitled to compensation under the provisions of the General Laws of Massachusetts, he shall receive compensation in the full amount equal to the normal full pay for the time of disability.
  - 2. When an employee is absent from duty because of an injury sustained in the line of duty for which he is entitled to compensation under the provisions of the General Laws of Massachusetts, he shall receive compensation in the full amount equal to the normal full pay for the time of disability.
  - 3. When an employee is exposed to a contagious disease in the performance of his duty and contracts the disease, he shall receive normal pay for the full extent of his disability.
- C. Sick leave shall be accumulated during leaves of absence with pay, and during vacation.

July 1, 2021– June 30, 2024

AGREEMENT BETWEEN THE TOWN OF AVON AND  
THE PROFESSIONAL FIREFIGHTERS OF AVON

- D. The Fire Department shall maintain a record for each employee of all sick leave used as accumulated.
- E. Sick leave with pay will be granted to employees in accordance with the following schedule:
  - 1. One and one-quarter (1 1/4) shifts for each month of service up to one (1) year.
  - 2. For one (1) year or more of service, sick leave will be fifteen (15) shifts per year.
  - 3. Unused sick leave will be accumulated without limit. For Professional Firefighters hired on or after January 26, 2017, sick leave shall accrue to a maximum of 180 shifts.
- F. In the event an employee leaves work after having completed a portion of the day, he shall be docked sick leave for the remaining hours of that day, not to exceed four (4) hours.

Upon retirement or death, a Professional Firefighter, or his estate will receive 35% of the amount of pay at the rate of compensation which he was receiving at that time for any unused accumulated sick leave, not to exceed three hundred (300) shifts. For the purpose of this section, a sick shift shall be defined as twelve (12) hours. A Professional Firefighter shall notify both the Fire Chief and the Board of Selectman in writing, of his intention to retire, at least one year prior to his anticipated retirement.

DEATH LEAVE

Each member of the Professional Firefighters will be granted leave without loss of pay in the event of a death in his immediate family. Such leave shall be up to three (3) tours of duty for funeral and memorial services. For the purpose of this article, the term "immediate family" shall mean and include employee's spouse, children, father, father-in-law, mother, mother-in-law, sister, sister-in-law, brother, brother-in-law and grandparents.

PERSONAL DAYS

Each Professional Firefighter will be allowed to use (4) four shifts as personal days each fiscal year. These shifts will not be charged to either sick leave or vacation leave.

UNION BUSINESS

All employees covered by this agreement who are officers of Local 3857 of the International Association of Firefighters, A.F.L.- C.I.O., who are appointed by said Local 3857 as delegates, or who are appointed by said Local 3857 as members of a collective bargaining negotiation team, shall be allowed time off for official union business, such as Professional

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8/23



AGREEMENT BETWEEN THE TOWN OF AVON AND  
THE PROFESSIONAL FIREFIGHTERS OF AVON

Firefighters of Massachusetts and International Association of Firefighters, A.F.L. – C.I.O. meetings, conferences, seminars, and conventions without loss of pay and benefits and without requirements to make up this loss time. In no event shall the amount of paid time off herein for the unit exceed the sum of 1 day per year, per member.

The Collective Bargaining Unit of the union shall have unlimited time off for negotiations with the Board of Selectmen or its duly appointed representatives during the period of negotiations for a new agreement during the period of this agreement; and they shall not lose any pay or benefits or be required to make up any lost time resulting therefrom.

Such allowances shall be subject to the approval of the Fire Chief.

ARTICLE 5  
VACATION

Members of the Professional Firefighters shall be granted a vacation of one (1) shift for each five (5) weeks of service of less than one year. For one year or more, they shall receive vacation as follows:

1. One (1) year.....Ten (10) shifts
2. Five (5) years.....Fifteen (15) shifts
3. Ten (10) years.....Twenty (20) shifts
4. Fifteen (15) years.....Twenty-five (25) shifts

Each member of the Professional Firefighters in order of seniority shall bid vacations. Each Professional Firefighter will be entitled to bid his total number of vacation shifts prior to any junior firefighter. In the case of cancellations due to unforeseen circumstances, members will be allowed to re-bid for vacated vacation slots according to seniority.

Employees will be allowed to carry a portion of their vacation over to the next year (a maximum of seven (7) shifts) may be carried and must be used up by June 1 of the next year, at the discretion of the Fire Chief or his designee.

ARTICLE 6  
PAID DETAILS & COURT TIME

PAID DETAILS

Town Details (details paid for by the Town of Avon/Avon Public Schools) shall be paid at the rate of forty-five (\$45) dollars per hour. Details provided to entities

July 1, 2021– June 30, 2024

AGREEMENT BETWEEN THE TOWN OF AVON AND  
THE PROFESSIONAL FIREFIGHTERS OF AVON

other than the Town of Avon shall be paid at the rate of sixty (\$60) dollars per hour, with a four (4) hour minimum.

- A. All extra paid details shall be assigned by the Chief on a voluntary basis and be distributed as evenly as possible on a rotating list. In the event that the Chief is unable to fill a detail with members of the bargaining unit, the detail may be filled at the Chief's discretion.
- B. The Fire Chief shall maintain a record of all such assignments.
- C. Within 60 days of the date of funding of this agreement by the Town Meeting, the Town shall take steps to establish a revolving fund in accordance with General Laws Chapter 44, Section 53C for the purpose of providing a vehicle for the certain and reasonably prompt payment of the earnings for paid details to the employees who perform them. Employees who perform such details shall be paid out of the revolving fund no later than the second pay period following the date that the detail was performed.

COURT TIME

In the event any Professional Firefighter is required to go to court due to a summons, to appear for a deposition, or to testify as a witness as a result of actions as being a member of the Avon Fire Department, he shall be paid a minimum of four (4) hours pay at his overtime rate.

ARTICLE 7  
OVERTIME

- A. Except as hereinafter provided, all departmental overtime and details will be offered to Professional Firefighters by the Chief on a voluntary basis and will be distributed as evenly as possible on a rotating list and will be paid at time and one-half of all amounts included in base pay for purposes of overtime calculation for all hours in excess of forty-two (42) hours worked. In the event that the Chief is unable to fill a shift with members of the bargaining unit, the shift may be filled at the Chief's discretion.
- B. All Professional Firefighters will be eligible to respond to alarms when not on a tour of duty, and will be paid at his overtime rate for all hours worked. 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 time of the sounding of the all out signal. The second hour shall commence sixty-one 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.

July 1, 2021– June 30, 2024



AGREEMENT BETWEEN THE TOWN OF AVON AND  
THE PROFESSIONAL FIREFIGHTERS OF AVON

- C. All Professional Firefighters who as a result of an alarm are required to work beyond the end of their assigned shift, will be paid at the overtime rate for all hours worked thereafter, unless such all out is sounded 15 minutes or less after their assigned shift has ended. Thus, any work lasting more than 15 minutes, subsequent to their scheduled conclusion time in the line of duty, shall be deemed overtime service.
- D. In any event, employees required to work on their day off, for a shift, fire alarm, or any other fire department related work, will receive not less than (1) hour minimum at the overtime rate.
- E. For the purpose of this section of the contract, the workweek will be considered from Thursday at 8:00 a.m. to Thursday at 7:59 a.m.

ARTICLE 8  
UNIFORM ISSUE & ALLOWANCE

At the time of hire, the Town shall supply each new full-time employee with the following uniform items which are required to be worn in the performance of their duties:

- Department approved high visibility safety jacket
- 2 Rubin quarter-zips
- 4 Station Pants
- 4 Class B Shirts
- 4 Polo Shirts
- 1 pair of boots

In addition to providing the uniforms outlined above, the Town will provide all full-time employees a uniform allowance in the amount of \$625.00 during the first year of employment.

After a full-time employee completes their first year of employment, the Town will provide that employee with a uniform allowance of \$775.00 per year.

Upon completion of one year of employment and graduation from an approved graduate firefighting academy or equivalent, the Town will provide the employee with a Class A Dress Uniform.

Uniforms damaged in the line of duty in an accident or other unforeseen circumstance will be replaced exclusive of the clothing allowance.

July 1, 2021– June 30, 2024

# AGREEMENT BETWEEN THE TOWN OF AVON AND THE PROFESSIONAL FIREFIGHTERS OF AVON

## Personal Protective Firefighting Gear

All protective clothing shall be to the NFPA 1971 or latest standard when issued. Each member will be issued a full set of turn-out gear at the time of hire to include:

- Firefighting Boots
- Bunker Pants
- Turn-out Coat
- Hood
- Gloves
- Helmet

All such items shall be replaced in accordance with NFPA 1971 standard or current standard, but in no event less than every ten (10) years.

The Town shall provide each full-time employee with a second set of tailored personal protective firefighting gear after the completion of their first year of employment and graduation from an approved graduate firefighting academy or equivalent.

## Lockers

Each member of the unit shall be provided with a locker at the fire station. These lockers shall not be opened at any time, for any reason without the Professional Firefighter involved present.

Members shall be allowed to wear the following insignia on their uniforms, provided all unit members wear said insignia.



July 1, 2021– June 30, 2024



AGREEMENT BETWEEN THE TOWN OF AVON AND  
THE PROFESSIONAL FIREFIGHTERS OF AVON

ARTICLE 9  
DEFINITION OF DUTY

TOUR OF DUTY

The tour of duty for Professional Firefighters shall be twenty-four (24) hours from 0800 hours on one day to 0800 hours on the following day. This tour shall be divided into a day shift of ten (10) hours (0800 to 1800) and a night shift of fourteen (14) hours (1800 to 0800).

After completing one (1) twenty-four (24) hour tour (day one), a Professional Firefighter shall be off for twenty-four (24) hours (day two), and shall then work a second twenty-four hour tour (day three). The Professional Firefighter shall then be off for five (5) days before being scheduled to work the next twenty-four (24) hour tour (day one).

The regular work week for all members of the bargaining unit shall not exceed an average of forty-two (42) hours, and shall be based on an eight week cycle of twenty-four hour tours.

ARTICLE 10  
DEPARTMENT SENIORITY

Seniority means length of continuous service of any member of the Professional Firefighters. A Professional Firefighter shall not acquire seniority during the probationary period, but thereafter his seniority shall date from the first day of active duty as a regular Professional Firefighter.

ARTICLE 11  
GRIEVANCE PROCEDURE

PURPOSE:

The purpose of the grievance procedure shall be to settle employee grievances on as low as level as possible as to insure efficiency and employee moral. A grievance is hereby defined as any complaint, misunderstanding, or dispute arising as to the interpretation or application of the provisions of this agreement.

PROCEDURE:

Step 1: A Union 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

July 1, 2021– June 30, 2024

AGREEMENT BETWEEN THE TOWN OF AVON AND  
THE PROFESSIONAL FIREFIGHTERS OF AVON

Department who shall meet with the Union's Grievance Committee and/or employee(s) involved within (3) days from the time the grievance was placed with him and he shall answer the grievance in writing within (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 Union within 10 days after the Chief's answer was due. The Board of Selectmen shall meet with the Grievance Committee within ten (10) days of receipt of the grievance, and shall answer the grievance within five (5) days after the meeting.

Step 3: If the grievance is not adjusted satisfactory in Step 2, it may be hereafter submitted within fifteen (15) days to the American Arbitration Association for 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 Union be filed at Step 2 of the Grievance Procedure.

ARTICLE 12  
LAY-OFF CLAUSE

In the case of lay-offs, the Chief of the Fire Department shall have ultimate authority and will lay-off call firefighters before any Professional Firefighters. In the case that it is deemed necessary to lay-off any member of the Professional Firefighters, it shall be done by seniority.

ARTICLE 13  
MINIMUM MANNING

It is agreed upon by both parties that it is necessary to have a minimum of two Professional Firefighters on each shift in order to maintain a rapid and safe response. A piece of fire apparatus shall be manned by a minimum of two Professional Firefighters and at no time will any Professional Firefighter be forced to work a shift alone.

AGREEMENT BETWEEN THE TOWN OF AVON AND  
THE PROFESSIONAL FIREFIGHTERS OF AVON

ARTICLE 14  
PROMOTIONAL PROCEDURES

All Professional Firefighters shall undergo a probationary period for one year from the date of their appointment during which he may be terminated without cause. In order to be eligible for a promotion, or to apply for a promotional exam, a Professional Firefighter may not be on probationary status.

All openings that arise will be posted for a period of seven working days. All vacancies that do occur within the Department shall be filled within 45 days.

A Labor/Management Committee shall be formed for the purpose of updating AFD Rules and Regulations, Section 36 (dated 6/12/96)

ARTICLE 15  
PERSONNEL FILE INSPECTION

Each employee will have the right to inspect his own personnel file maintained by the Avon Fire Department twice annually.

- A. All Professional Firefighters upon their request will have the right to inspect their Personnel file which is kept by the Fire Department.
- B. The Fire Chief will allow ample opportunity for each Professional Firefighter to make a copy of his or her Personnel file which is kept by the Fire Department.
- C. Within three (3) days all Professional Firefighters will receive a copy of any addition to or removal of material from their Personnel file.

ARTICLE 16  
SENIOR STEP

All employees covered by this agreement shall be compensated the "Senior Step" at the following rate:

- 1. After 25 years of service, the employee shall be compensated 1% higher than the top step for the employee's rank.
- 2. After 26 years of service, the employee shall be compensated 2% higher than the employee's current step.

July 1, 2021– June 30, 2024

Ow  
2/23



AGREEMENT BETWEEN THE TOWN OF AVON AND  
THE PROFESSIONAL FIREFIGHTERS OF AVON

3. After 27 years of service, the employee shall be compensated 2% higher than the employee's current step.

ARTICLE 17  
HEALTH INSURANCE

Effective July 1, 2006 the monthly premiums for the VIP 2000, Blue Care Elect, HMO Blue, HMO Blue Value Plan and MEDEX 2 RX shall be paid seventy five percent (75%) by the Town and twenty five percent (25%) by the employee.

ARTICLE 18  
INJURED ON DUTY

When a Firefighter is incapacitated for duty because of injury or illness sustained in the performance of duty (including paid detail duty) without fault of his/her own, he/she shall be granted leave without loss of pay in accordance with M.G.L. Chapter 41 Section 111F and will be indemnified for reasonable and customary expenses in accordance with M.G.L. Chapter 41 Section 100; provided that no such leave shall be granted for any period after such Firefighter has been retired or pensioned in accordance with the law or for any period after the Town Physician determines that such incapacity no longer exists. Provided further that no such leave shall be granted for any period after the Town Physician determines that a Firefighter is capable of performing limited Fire duties on either a full-time or less than full-time basis and said Firefighter fails to perform such limited duties as may be prescribed in the discretion of the Fire Chief.

Section 1. Determination of IOD Status. The determination of eligibility of IOD status in accordance with M.G.L. Chapter 41 Section 111F shall be made by the Town Administrator or his designee. Such determination shall be made based on the examination of the employee by a Town designated physician. The examination shall be limited to the subject area of the disability claimed.

In addition, any incapacity for duty caused by contact with communicable diseases including meningitis, childhood communicable diseases, herpes virus, hepatitis a, hepatitis b, hepatitis non-a/b, or hepatitis c, human immunodeficiency virus, tuberculosis, shall be recognized as subject to presumptive injury leave. However, the Town may, subject by credible evidence on other non-job related exposures, appeal this presumption pursuant to the process in Section 3 below.

Prior to the approval of eligibility for benefits under this section, the Firefighter may be placed on non-occupational sick leave. If during the period in which the

AGREEMENT BETWEEN THE TOWN OF AVON AND  
THE PROFESSIONAL FIREFIGHTERS OF AVON

Town is determining eligibility for injured on duty status the employee exhausts his/her accumulated non-occupational sick leave, the Town will provide the employee with additional sick leave up to the date of determination. If the request for benefits under this section is approved, the period of the non-occupational sick leave shall be converted retroactively to Injured on Duty status.

Section 2. Physical/Psychological Examinations. The Town may require a Firefighter who requests benefits under this section to submit to physical or psychological examinations, at the expense of the Town, prior or subsequent to being placed on IOD Status. Such examination will be conducted by a physician who is Board certified or is a specialist in the field which is directly related to the illness/injury for which benefits are sought.

Section 3. Appeals. Any dispute as to whether an employee is initially disabled, or remains disabled shall be determined by submission of the dispute for final resolution to an independent physician mutually selected by the Union and the Town. Likewise, any dispute as to fitness for duty or continued disability regardless of which party raises the issue, or for what purpose, shall be submitted to an independent physician for a binding determination. All costs associated with this process shall be distributed equally between the Town and the Union. With the exception of issues covered under the above mechanism, an employee whose claim for benefits under this section is denied by the Town shall have the right to file a grievance under Article 11 of this Agreement or to file an appeal under the applicable provision of Massachusetts General Laws.

Section 4. Medical Case Management. The Town or its designated occupational health consultant will review all requests for indemnification of medical expenses and will make prompt and timely payment for reasonable and customary charges. Injured employees will be required to provide medical information release forms from all relevant medical providers for injuries/illnesses for which benefits are sought. It is understood that all employee medical information will be kept strictly confidential as provided by state Law.

Section 5. Vacation Accrual. Employees who receive compensation pursuant to this Article 18 for a complete calendar month shall not be entitled to vacation leave accrual pursuant to Article 5 for that calendar month.

ARTICLE 19  
RIGHTS AND RESPONSIBILITIES

1. Both parties recognize that under the laws of the Commonwealth of Massachusetts, that the Board of Selectmen and the Chief of the Fire Department have the exclusive rights, responsibility, and final authority for establishing the policies for the control, direction and management of the Fire Department. Therefore, it is understood and agreed that



AGREEMENT BETWEEN THE TOWN OF AVON AND  
THE PROFESSIONAL FIREFIGHTERS OF AVON

this Agreement concerns those matters of wages, hours, and conditions of employment which have been expressly bargained for and are included herein and expressly reserves those powers, prerogatives and authority not expressly abridged or modified by the Agreement to the Town.

2. Both parties recognize the right of the Union to represent and bargain collectively for the employees of the Town who are covered by this Agreement.
3. Both parties recognize that the Board of Selectmen and the Chief shall at all times retain the right to direct employees, to hire, promote, transfer, assign and retain employees within the department, to suspend, demote, discharge or take other disciplinary action against employees, to relieve employees from duties because of lack of work or for other legitimate reasons to maintain the efficiency of the operation of the operations entrusted to them, to determine the methods, means, and personnel by which such operations are to be conducted, to determine the mission of the Fire Department, and the taking of all necessary actions to carry out its mission in emergencies.
4. Both parties agree that it is their responsibility to abide by the terms of the Agreement for its duration.

ARTICLE 20  
DRUG AND ALCOHOL POLICY

Members who are required to attend testing outside of a scheduled shift shall receive a minimum of two (2) hours of additional pay. Members called in to cover for employees who are attending testing during a scheduled shift shall receive a minimum of two (2) hours of additional pay.

All members shall be subject to the procedures set forth in the attached Town of Avon Drug and Alcohol Policy.

**I. GENERAL**

The Town of Avon has a strong commitment to its employees to provide a safe work place and to establish programs promoting high standards of employee health. Consistent with the spirit and intent of this commitment, the Town of Avon has established this policy regarding drug and alcohol use or abuse. Our goal will continue to be one of establishing and maintaining a work environment that is free from the effects of alcohol and drug use.



AGREEMENT BETWEEN THE TOWN OF AVON AND  
THE PROFESSIONAL FIREFIGHTERS OF AVON

Employees of the Town of Avon are visible and active members of the communities where they live and work. They are inescapably identified with the Town and are expected to represent it in a responsible and creditable fashion. While the Town of Avon has no intention of intruding into the private lives of its employees, the Town does expect employees to report for work in a condition to perform their duties. The Town recognizes that employee off-the-job as well as on-the-job involvement with drugs and alcohol can have an impact on the work place and on our ability to accomplish our goal of providing an alcohol and drug-free environment.

The following is the Town of Avon's policy regarding alcohol and drugs in the workplace:

1. In accordance with the Federal Drug Free Workplace Act of 1988, the illegal use, sale or possession of narcotics, drugs, or controlled substances while on the job or on Town property is an offense warranting discharge. Any illegal substances will be turned over to the appropriate law enforcement agency.
2. Employees who are under the influence of alcohol or narcotics, drugs or controlled substances, whether on the job or when reporting for work, or who possess or consume alcohol during work hours, have the potential for interfering with their own, as well as their co-workers' safe and efficient job performance. Consistent with existing Town of Avon practices, such conditions constitute proper cause for administrative action up to and including termination or employment.
3. Off-the-job illegal drug activity which could adversely affect an employee's job performance or which could jeopardize the safety of other employees, the public, or Town property or equipment is proper cause for administrative or disciplinary action up to and including termination of employment. In deciding what action to take, management will take into consideration the nature of the charges, the employee's present job assignment, and the employee's record with the Town and other factors relative to the impact of the employee's arrest upon the conduct of Town business.
4. Some of the drugs which are illegal under federal, state or local laws include, among others, marijuana, heroin, hashish, cocaine, hallucinogens and/or depressants not prescribed for current personal treatment by a licensed physician.
5. Employees are expected to follow any directions of their health care provider concerning prescription medications, and must immediately

AGREEMENT BETWEEN THE TOWN OF AVON AND  
THE PROFESSIONAL FIREFIGHTERS OF AVON

notify their supervisor if any prescription drug is likely to have an impact on job performance. In addition, notification must be given at the time of any testing or screening as to any drugs or medicine being taken.

6. Any employee, while on Town property or during that employee's work shift, including without limitation all breaks and meal periods, who consumes or uses, or is found to have in his or her personal possession, in his or her locker, desk or other such repository, alcohol or drugs, which are not medically authorized, or is found to have used or to be using such alcohol or drugs, will be suspended immediately without pay pending further investigation. If use or possession is substantiated, disciplinary action, up to and including discharge, will be imposed.
7. Any employee who voluntarily requests assistance in dealing with a personal drug addiction or alcohol problems may participate in the Employee Assistance Program (EAP) without jeopardizing his or her continued employment with the Town of Avon. Because the program is being offered confidentially, an employee may utilize the program without the Town's knowledge. If an employee chooses to notify the Town or request assistance from the Town regarding an alcohol or drug problem, that notice or request will not jeopardize his or her continued employment, provided the employee stops all involvement with the substance being abused, and maintains adequate job performance. While the EAP is a valuable source in dealing with personal problems, participation in the program will not prevent disciplinary action for a violation of this policy.
8. Any employee whose job requirements include possessing a valid driver's license, who loses his/her driver's license as a result of a conviction for driving under the influence, shall be subject to disciplinary measures, including temporary reclassification or termination from employment with the Town.

This statement is to clarify the Town of Avon's operational stance and to provide for prompt effective reaction to any alcohol or drug related situation which has or could have any impact on operations. It does not alter in any way the policy of assisting employees in securing proper treatment or extending the coverage of the health benefits plan as indicated for problem drinking, alcoholism, or other drug dependencies.



## AGREEMENT BETWEEN THE TOWN OF AVON AND THE PROFESSIONAL FIREFIGHTERS OF AVON

If an employee has not violated alcohol or drug prohibitions but would like further information or assistance on alcohol or drug issues, the employee may do so on a confidential basis through the Town of Avon's Employee Assistance Program.

### **What are the Effects of Alcohol and Drugs on the Body?**

Alcohol, a nervous system depressant, is the most widely abused drug. About half of all auto accident fatalities in this country are related to alcohol abuse. A 12-ounce can of beer, a 5-ounce glass of wine and 1 ½ ounce shot of hard liquor all contain the same amount of alcohol. Each 1 ½ ounce of alcohol takes the average body about one hour to process and eliminate. Coffee, cold showers and exercise do not hasten sobriety.

**Alcohol** first acts on those parts of the brain that affect self-control and other learned behaviors. Low self-control often leads to the aggressive behavior associated with some people who drink. In large doses, alcohol can dull sensation and impair muscular coordination, memory, and judgement. Taken in larger quantities over a long period of time, alcohol can damage the liver and heart and can cause permanent brain damage. On the average, heavy drinkers can shorten their life spans by about ten years.

#### **Other Effects:**

- greatly impaired driving ability
- reduced coordination and reflex
- impaired vision and judgement
- inability to divide attention
- lowering of inhibitions
- hangover, which can be accompanied by headaches, nausea, dehydration, unclear thinking, unsettled digestion and aching muscles.

**Marijuana**, also known as pot, weed, grass and street names, alters the user's sense of time and reduces the ability to perform tasks requiring concentration. The drug has a significant effect on judgement, caution, and sensory/motor functions.

## AGREEMENT BETWEEN THE TOWN OF AVON AND THE PROFESSIONAL FIREFIGHTERS OF AVON

Marijuana stays in the body for 28 days, unlike alcohol, which dissipates in a few hours.

### **Other Effects:**

- impaired driving for at least 4-6 hours after smoking a joint.
- restlessness
- inability to concentrate
- increased pulse rate and blood pressure
- rapidly changing emotions and erratic behavior
- altered sense of identity
- dulling of attention
- hallucinations, fantasies and paranoia
- reduction or temporary loss of fertility

Cocaine is a stimulant drug which increases heart rate and blood pressure. As a powder, cocaine is inhaled, ingested, or injected. Cocaine is also used as a free-base cocaine known as 'crack' or 'rock' which is smoked. The crack high is reached in 4-6 minutes and lasts for about 15 minutes.

Many people mistakenly believe that, because it is smoked, crack is safer than other forms of cocaine use. It is not. Crack cocaine is one of the most addictive drugs known today. The most dangerous effects of crack are that its use can cause vomiting, rapid heartbeat, tremors and convulsions. All of this muscle activity increases the demand for oxygen, which can result in a cocaine-induced heart attack. Since the heat regulating center in the brain is also disrupted, dangerously high body temperatures can occur. With high doses, brain functioning, breathing, and heartbeat are depressed, which can lead to death.

### **Other Effects:**

- a rush of pleasurable sensations
- a heightened, but momentary, feeling of confidence, strength and endurance

## AGREEMENT BETWEEN THE TOWN OF AVON AND THE PROFESSIONAL FIREFIGHTERS OF AVON

- accelerated pulse, blood pressure and respiration
- impaired driving ability
- paranoia, which can trigger mental disorders in users prone to mental instability
- irritation of the nostrils and nasal membrane
- mood swings
- anxiety
- reduced sense of humor
- compulsive behavior, such as teeth grinding or repeated hand washing

Amphetamines are drugs that stimulate the central nervous system and promote a feeling of alertness and an increase in speech and general physical ability. Some common street names for amphetamines are speed, uppers, black beauties, bennies, wake-ups', footballs, and dexies.

People with a history of sustained low-dose amphetamine use quite often become addicted, believing that they need the drug to get by. These users frequently keep taking amphetamines and avoid the down mood they experience when the drug wears off.

Even small, in frequent doses can produce toxic effects in some persons. Restlessness, anxiety, mood swings, panic, heart rhythm disturbances, paranoid thoughts, hallucinations, convulsions and coma have been reported. Long-term users often have acne resembling measles, trouble with their teeth, gums and nails, and dry, dull hair. Heavy, frequent use can produce brain damage resulting in speech disturbances.

### **Other Effects:**

- Loss of appetite
- Irritability, anxiety, apprehension
- Increased heart rate and blood pressure
- Difficulty in focusing eyes



## AGREEMENT BETWEEN THE TOWN OF AVON AND THE PROFESSIONAL FIREFIGHTERS OF AVON

- Exaggerated reflexes
- Distorted thinking
- Perspiration, headaches, dizziness
- Short-term insomnia

**Opiates** include heroin, morphine, codeine and narcotics used to relieve pain and induce sleep. Heroin, also called 'junk', or 'smack', accounts for 90% of the narcotic abuse in this country.

Sometimes narcotics found in medicines are abused. This includes pain relievers containing opium and cough syrups containing codeine. Heroin is illegal and cannot even be obtained with a physician's prescription.

Most medical problems are caused by the uncertain dosage level, the use of unsterile needles, contamination of the drug, or the combination of a narcotic with other drugs. These dangers depend on the specific drug, its source and the way it is used.

### **Other Effects:**

- short –lived euphoria
- impaired driving ability
- drowsiness, followed by sleep
- constipation
- decreased physical activity
- reduced vision
- change in sleeping habits
- possible death

**Phencyclidine or PCP**, also called angel dust, was developed as a surgical anesthetic in the late 1950's. Later, due to its unusual side effects in humans, it was restricted to use as a veterinary anesthetic and tranquilizer. Today, it has no lawful use and is no longer legally manufactured.

PCP is a very dangerous drug. It can produce violent and bizarre behavior even in people otherwise not prone to such behavior. More people die from accidents



## AGREEMENT BETWEEN THE TOWN OF AVON AND THE PROFESSIONAL FIREFIGHTERS OF AVON

caused by erratic and unpredictable behavior produced by the drug than from the drug's direct effect on the body. PCP scrambles the brain's internal stimuli and alters how users see and deal with their environment. Routine activities such as driving and walking become very difficult.

Low doses produce a rush, sometimes associated with a feeling of numbness. Increased doses produce an excited, confused state including any of the following: muscle rigidity, loss of concentration and memory, visual disturbances, delirium, feelings of isolation and convulsions.

### **Other Effects:**

- impaired driving ability
- drowsiness
- perspiration
- repetitive speech patterns
- incomplete verbal responses
- blank stare
- thick, slurred speech
- involuntary eye movement

**Questions** about this policy should be referred to the employee's supervisor or manager, and/or the Personnel Officer or Town Administrator.

## **II. TESTING FOR DRUGS AND ALCOHOL**

The following conduct is prohibited:

1. Reporting for duty or remaining on duty requiring the performance of safety-sensitive functions with a breath/blood alcohol content of 0.02 percent (or highly);
2. Use of alcohol within the four (4) hours prior to reporting for duty;
3. Use of alcohol on the job;
4. Use of alcohol during the eight (8) hours following an accident;

AGREEMENT BETWEEN THE TOWN OF AVON AND  
THE PROFESSIONAL FIREFIGHTERS OF AVON

5. Possession of any medication or food containing alcohol while driving a vehicle;
6. Refusal to take a require test, or tampering with samples offered at such a test;
7. Use of controlled substances on or off duty unless a doctor has prescribed the controlled substance and the doctor has informed the employee that the substance does not adversely affect the employee's ability to operate a vehicle safely.

Violation of any of the above-cited prohibitions shall constitute immediate suspension pending further investigation. If use or possession is substantiated, disciplinary action, up to and including discharge, will be imposed.

### III. ALCOHOL AND DRUG TESTING

#### A. Types of Tests

The following tests are required:

1. Pre-Placement:

All applicants for employment or candidates for transfer or promotion to such positions, as well as those covered employees returning from layoff, are subject to screening for use of controlled substances. All applicants who test positive for controlled substances will not be offered employment, transfers or promotions with the Town of Avon.

2. Post-Accident:

All covered employees shall be tested for alcohol and drugs after accidents involving safety sensitive vehicles. An accident is defined as an incident involving a Town vehicle in which there is either a citation issued for a moving traffic violation, a fatality, an injury treated away from the scene, or a vehicle is required to be towed from the scene. Tests for alcohol use shall be conducted within 2 hours, but in no case more than 8 hours of the accident, while tests for controlled substances shall be conducted within 72 hours of the accident. Employees are obligated to cooperate in such testing or will be deemed to have refused. It is the employee's responsibility to make himself/herself available for testing. Generally, the employee will be accompanied to/from the testing site by a Town of Avon employee/supervisor.

AGREEMENT BETWEEN THE TOWN OF AVON AND  
THE PROFESSIONAL FIREFIGHTERS OF AVON

3. Reasonable Suspicion:

An employee shall be tested when a trained supervisor or manager observes behavior, speech, appearance or odor that leads to a reasonable suspicion that the employee exhibits characteristics consistent with alcohol or drug use. In the case of alcohol use, the observation

shall be made during, preceding or after the performance of a work functions. Tests for alcohol use shall be conducted within two (2) hours, but in no case more than eight (8) hours, after the observation is made. Tests for controlled substances will be conducted as soon as possible, but within 72 hours after the observation is made. If a test cannot be administered, the driver must be removed from performing his or her duties for at least 24 hours.

4. Random:

Employees shall be tested for the use of alcohol and controlled substances on a random, unannounced basis just before, during or after performance of work functions for alcohol or at any time for drugs. Each year, the number of random alcohol tests conducted by the Town must equal at least 25% of all the employees. Random drug tests conducted by the Town must equal at least 50% of all employees.



AGREEMENT BETWEEN THE TOWN OF AVON AND  
THE PROFESSIONAL FIREFIGHTERS OF AVON

5. Return to Duty and Follow-up:

An employee who has violated the prohibited alcohol or drug standards shall be tested for alcohol and/or drug use prior to his/her return to providing safety sensitive duties. Follow-up tests are unannounced and at least six (6) tests must be conducted in the first 12 months after an employee returns to duty. The employee agrees to bear the expense of the six (6) follow-up tests. Follow-up testing may be extended at the employee's expense for up to an additional 24 months under extreme circumstances following the return to duty.

To the extent practicable, all tests will be conducted during employee's scheduled work hours.

After a test for post accident or reasonable suspicion, employees will be suspended and be allowed to utilize their accumulated sick leave until a test result is found. If the test result is found to be negative, sick leave utilized during the time of inability to work will be credited back. If a test result is positive, sick leave will not be credited and appropriate disciplinary action, up to and including discharge, will be imposed.

**B. Conducting Tests**

When reporting for testing, employees must present their license as their identification. The employee's supervisor or manager shall transport the employee to and from the testing site.

1. Alcohol

Two breath tests are required to determine if a person has a prohibited alcohol concentration. A screening test is conducted first. Any result less than 0.02 percent alcohol concentration is considered a "negative test". If the alcohol concentration is 0.02 percent or greater, a confirmation test must be conducted. Refusal of an employee to complete and sign the breath alcohol testing form shall be deemed to be a refusal to test. In addition, blood alcohol testing can be used in reasonable Town of Avon suspicion and post-accident testing where an evidential breath testing device is not available or where an employee is not capable of producing adequate breath.

2. Drugs

Drug testing is conducted by analyzing an employee's urine specimen, and will be conducted through a U.S. Department of Health and Human Services (DHHS)

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2/23

AGREEMENT BETWEEN THE TOWN OF AVON AND  
THE PROFESSIONAL FIREFIGHTERS OF AVON

certified facility. Specimen collection procedures and chain of custody requirements ensure that the specimen's security, proper identification and integrity are not compromised.

The Town of Avon will require a split specimen procedure. Each urine specimen is subdivided into two bottles labeled as primary and split. Both bottles are sent to the laboratory. Initially, only the primary specimen is opened and used for the urinalysis. The split specimen remains sealed at the laboratory. If the analysis of the primary specimen confirms the presence of illegal controlled substances, the employee has 72 hours to request that the split specimen be sent to another DHHS certified laboratory for analysis. The split sample analysis will be performed at the employee's expense, however, in the event that the split sample analysis results in a "negative" result, the Town shall bear the expense of the split sample analysis. Urine specimens will be analyzed for the following drugs: Marijuana (THC metabolite), Cocaine, Amphetamines, Opiates (including Heroin), Phencyclidine (PCP).

Testing is conducted using a two-stage process. First, a screening test is performed. If the test is positive for one or more of the drugs, a confirmation test is performed for each identified drug. Sophisticated testing requirements ensure that over-the-counter medications or preparations are not reported as positive results.

All drug tests are reviewed and interpreted by a physician designated as a Medical Review Officer (MRO) before they are reported to the employer. If the laboratory reports a positive result to the MRO, the MRO will contact the driver and conduct an interview to determine if there is an alternative medical explanation for the drugs found in the urine specimen. For all the drugs listed above, except PCP, there are some limited, legitimate medical uses that may explain a positive test result. If the MRO determines that the drug use is legitimate, the test will be reported to the Town as a negative result.

3. Refusal to Participate/Tampering

Any refusal to participate in any of the types of alcohol and or drug tests or recommended treatment plans or programs authorized in this policy will bring forth the same consequences under this policy as if the result of the test had been positive. If there is any evidence that an employee has engaged in sample tampering, such conduct shall be treated as a refusal to participate in testing for purposes of imposing discipline.



AGREEMENT BETWEEN THE TOWN OF AVON AND  
THE PROFESSIONAL FIREFIGHTERS OF AVON

**C. Consequences of Alcohol/Drug Misuse**

1. Employees who have any alcohol concentration (defined as 0.02 percent or greater) when tested just before, during or just after work hours must be removed from performing such duties for 24 hours, and will be sent home without pay. Disciplinary action will be imposed upon an employee whose alcohol test reveals any alcohol concentration over 0.02 percent.
2. Employees who engage in prohibited alcohol or drug conduct (that is, who test positive for alcohol or drug use) must be immediately removed from the workplace. Employees who are serving a probationary period will be terminated immediately. Non-probationary Employees will be offered an opportunity for rehabilitation in accordance with section 3 below. Non-probationary employees who choose not to avail themselves of this rehabilitation opportunity will be terminated immediately.
3. Employees who wish to continue employment with the Town of Avon must be evaluated by a substance abuse professional and comply with any treatment recommendations to assist them with an alcohol or drug problem. The payment for any recommended treatment will be strictly at the expense of the employee (or his or her health insurance plan, if applicable). Employees will be placed on non-occupational sick leave or leave without pay status during the treatment period, whichever is appropriate.
4. Employees who have been evaluated by a substance professional, who comply with any recommended treatment, who have taken a return to duty test with a result less than 0.02 percent and/or a urine drug test which is negative who are then subject to unannounced follow-up test at the employees expense, may return to work.
5. Employees who have returned to work under these conditions and who subsequently test positive for alcohol or drugs in accordance with this policy during the next three years will be terminated immediately.
6. Once an employee successfully completes rehabilitation, he/shall be returned to his/her regular duty assignment or an equivalent position if one is available. As a condition of employment, the employee must comply with prescribed follow-up care.



AGREEMENT BETWEEN THE TOWN OF AVON AND  
THE PROFESSIONAL FIREFIGHTERS OF AVON

**D. Information/Training**

1. All current and new employees will receive written information about the testing requirements and how and where they may receive assistance for alcohol and drug misuse. The Town will conduct an education/information session for all current employees affected by this policy prior to implementation of this policy. All employees will receive a copy of this policy and must sign a Confirmation of Receipt (Attachment A).
2. All supervisory and management personnel in the Fire Departments must attend at least two hours of training on alcohol and drug misuse symptoms and indicators used in making determinations for reasonable suspicion testing.
3. All recruitment advertising will include the statement "Drug screening is a condition of employment" at the bottom of the advertisement/posting with EEO statement.
4. All final candidates for employment will be given a copy of this policy, and be given the opportunity to review the policy in its entirety.

**E. Record Keeping**

1. The Town is required to keep detailed records of its alcohol and drug misuse prevention program.
2. Employee alcohol and drug testing records are confidential. Test results and other confidential information may only be released to the employer, the substance abuse professional, the MRO, and any arbitrator of a grievance filed in accordance with this policy. Any other release of this information may only be made with the driver's consent, or in response to a court order.

**F. Pre-Employment References**

1. The Town must obtain and review the following information from each employer that the prospective employee worked for, during the previous two years: information about a test in which the employee's blood alcohol level was 0.02 percent or greater; information about a positive drug test; and information about any refusal to participate in the alcohol and drug testing program.

AGREEMENT BETWEEN THE TOWN OF AVON AND  
THE PROFESSIONAL FIREFIGHTERS OF AVON

2. The prospective employee must provide the former employer with a written release allowing the release of this information or he/she will not be hired.
3. If the previous employer indicates that a positive result was received, or that the employee refused to participate when selected for an alcohol or drug test, the applicant may not be appointed unless he/she has consulted with a substance abuse professional, received recommended treatment, and subsequently tested negative in a return to duty test for the former employer.
4. The Town of Avon must provide the same information to subsequent employers of current Town employees when provided with a written release.

**G. Questions**

Questions about this policy should be referred to the employee's supervisor or manager, and/or the Town Administrator.

**Definitions:**

Safety Sensitive Vehicle: All Firefighting Apparatus.

Safety Sensitive Functions: A safety sensitive function includes any of the following functions or activities.

- on any public property, waiting to be dispatched, unless the employee is relieved from duty by the employer
- inspecting service brakes, including trailer brake connections, parking brake, steering mechanism, lighting devices and reflectors, tires, horn, windshield wipers, rear vision mirrors, coupling devices, fire extinguisher, spare fuses, or warning devices for stopped vehicles.
- Inspecting, servicing, or conditioning any Fire Apparatus in operation
- at the driving controls of a fire apparatus in operation
- while in or upon any fire apparatus
- supervising or assisting in loading or unloading a vehicle

AGREEMENT BETWEEN THE TOWN OF AVON AND  
THE PROFESSIONAL FIREFIGHTERS OF AVON

- attending a vehicle being loaded or unloaded
- while in readiness to operating the vehicle
- when giving or receiving receipts for shipments loaded or unloaded
- repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

Safety Sensitive Drivers: Every person who operates a fire apparatus.



AGREEMENT BETWEEN THE TOWN OF AVON AND  
THE PROFESSIONAL FIREFIGHTERS OF AVON

IN WITNESS WHEREOF, the parties have caused this agreement for the period **July 1, 2021 to June 30, 2024** to be executed in their names by duly authorized representatives on this

27 Day of February Two Thousand and Twenty  
Three.

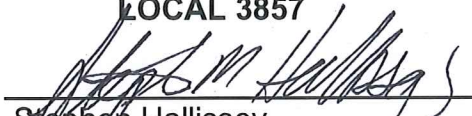
**TOWN OF AVON  
BOARD OF SELECTMAN**

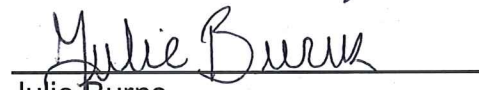
  
Eric Beckerman, Chairman


  
Jason Suzor, Clerk

  
Shannon Coffey

**PROFESSIONAL  
FIREFIGHTERS OF AVON  
LOCAL 3857**

  
Stephen Hallissey

  
Julie Burns

  
Daniel Wauhob