

MEMORANDUM OF AGREEMENT

The Town of Avon (hereinafter called "the Employer") and the Professional Firefighters of Avon, I.A.F.F. Local 3857 (hereinafter called "the Union") hereby agree, subject to ratification by their membership, as follows:

The Parties agree to extend the current collective bargaining agreement for the term beginning July 1, 2021 through June 30, 2024, which is in all respects, identical to the previous agreement of the Parties except as hereinafter amended.

1. **ARTICLE 2 – RECOGNITION OF BARGAINING UNIT**

Remove and Replace as Follows:

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.

2. **ARTICLE 3 - MISCELLANEOUS**

Amend the opening section as follows:

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

3. OUT OF RANK

Remove first paragraph and replace as follows:

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

1. Paramedics shifts are filled within the ranks of Paramedics.
2. Shift Commanders are filled within the ranks of Shift Commanders.
3. Firefighter shifts are filled within the ranks of Firefighters.

4. SALARY REQUIREMENTS AND SALARY STRUCTURE

See Attached Exhibit A

5. 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.

6. CERTIFICATION INCENTIVE

Amend as follows:

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.

7. NEW SECTION: SPECIALIZED POSITIONS

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).

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.

Said Stipends shall become effective July 1, 2022.

8. EDUCATIONAL INCENTIVE

Revise First Paragraph to list coursework as follows:

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.

9. **ARTICLE 4**

UNION BUSINESS:

Remove and Replace with:

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 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.

10. **ARTICLE 6 – PAID DETAILS AND COURT TIME**

Town detail rate increased to \$45/hr. Other details to \$60/hr. (Effective prospectively upon funding of the CBA by Town Meeting)

11. **ARTICLE 8 – UNIFORM ISSUE AND ALLOWANCE**

Remove and Replace with:

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.

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.

12. **ARTICLE 14 – PROMOTIONAL PROCEDURES**

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

13. **ARTICLE 18- IOD**

Add the following: 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 month.

14. **GENERAL UNDERSTANDINGS**

- The Union explicitly acknowledges and understands that the Town may, solely at its discretion, appoint a Deputy Chief upon a vacancy. Nothing contained in this agreement or in the CBA compels or otherwise requires that the position of Deputy Chief be filled at any time. Should the Town choose not to fill the position of Deputy Chief, it will continue to staff each group with at least one Captain. Moreover, the Union shall not contest the appointment of an Assistant Fire Chief as usurping union work should the town so elect, except that an Assistant Fire Chief shall not be assigned to a group, shall not be assigned to staff the apparatus, and shall not perform any functions exclusively reserved to the bargaining unit pursuant to the CBA.
- Payment under this Agreement shall be made to all members of the Department who are actively employed as of the date of this Agreement. Employees who have retired or have otherwise separated from the Department shall not be entitled to any payment hereunder.
- Pay for salary changes made retroactive to July 1, 2021, shall be made by paying the difference between the retroactive straight time rate and the previously existing straight time rate for all hours worked.
- For purposes of placement on the new salary tables each current employee shall be placed as set forth on the attached Exhibit B.
- All other provisions of the existing Agreement will remain in full force and effect.

Pursuant to Chapter 150E, the terms of this Agreement are subject to ratification of the membership and funding in each year of the contract.

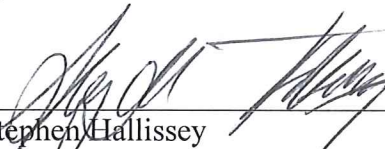
Dated: April 29, 2022.

Town of Avon, by:




Gregory Enos, Town Administrator

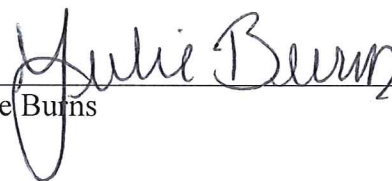
Prof. Firefighters of Avon, IAFF, Local 3857
by:



Stephen Hallissey



Daniel Wauhob



Julie Burns

Ex. A - SALARY PROGRESSION AND Payscale

Effective July 1, 2022

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step yr 8</u>	<u>Step yr 12</u>	<u>Capt.</u>	<u>Deputy</u>
\$ 58,183.55	\$ 59,347.22	\$ 60,534.17	\$ 61,744.85	\$ 62,979.75	\$ 64,239.34	\$ 72,269.26	\$ 83,109.65
<u>Effective July 1, 2021 Retro on BASE ONLY - Including OT to be paid at STRAIGHT TIME</u>							
\$ 57,042.70	\$ 58,183.55	\$ 59,347.23	\$ 60,534.17	\$ 61,744.85	\$ 62,979.75	\$ 70,852.22	\$ 81,480.05

FY 24 Shall be paid at 1.5% COLA

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

Current employees shall be placed at the step commensurate with years of service as of July 1, 2021.
Incumbent Firefighters who would otherwise have been placed on Step 3 shall advance to Step 4 upon completion of their Paramedic program

EXHIBIT B

Bargaining unit employees will be placed at the following Steps effective July 1, 2021, or effective the employee's start date, whichever is later:

<u>Employee</u>	<u>Step</u>
Hallissey	Deputy
Wauhob	Captain
Sullivan	Captain
Curry	Captain
Barbour	Step 6
Burns	Step 4
Lucio	Step 4
Fidalgo	Step 4
Powers	Step 3
Kelley	Step 3
Stroud	Step 2
Zine	Step 2