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This agreement is entered into by and between the Town of Ayer (hereinafter referred to as the EMPLOYER) and Local 2544 International Association of Fire Fighters (hereinafter referred to as the UNION).

It is the purpose of this agreement to achieve and maintain harmonious relations between the EMPLOYER and the UNION to provide for equitable and peaceful adjustment of differences which may arise and to establish proper standards of wages, hours of work and other conditions of employment.

RECOGNITION

ARTICLE I.

The EMPLOYER recognizes the UNION as the exclusive bargaining agent for all permanent employees of the Ayer Fire Department except for the rank of Fire Chief and Deputy Chief.

DISCRIMINATION

ARTICLE II.

The EMPLOYER agrees not to discriminate against any employee for activities on behalf of, or for membership in, the UNION. The EMPLOYER and the UNION agree that there shall be no discrimination against any employee because of race, creed, disability or religion.

SENIORITY

ARTICLE III.

SECTION 1.

Seniority shall be the length of an employee's continuous service as a fulltime firefighter/EMT in the Town of Ayer Fire Department. Seniority shall be based on the date of the employee's first full time shift. In the event that more than one firefighter/EMT is hired at one time, seniority will be based on the date of the firefighter/EMT's first day on duty.

SECTION 2.

In the event of a decrease in the number of firefighter/EMT's in the Town of Ayer Fire Department, all reductions will be done in the reverse order of hire.

SECTION 3

Laid off employee's shall have the right of recall to the position from which they were laid off. It shall be the responsibility of the laid off employee to keep the Town of Ayer Fire Department informed of the employee's address. The Town of Ayer Fire Department will send by registered mail notice of any vacancy to which the laid off employee has recall rights. It shall be incumbent on the laid off employee to keep up certifications required for the job current.

SECTION 4

Any laid off employee may revert to call status with the Ayer Fire Department.

HOURS OF WORK

ARTICLE IV.

SECTION 1.

An employee work week shall consist of an average of forty-two (42) hours per week over an eight week period of time. Employees shall be required to work a twenty-four (24) hour shift every fourth calendar day to accomplish this.

SECTION 2.

Twenty-four (24) hour shifts shall commence at 6:30 A.M. on one calendar day and end at 6:30 A.M. the following calendar day.

SECTION 3.

For the purpose of determining incentive days, a full days work shall be considered any day that an employee works past 9:30 p.m. of the shift.

BASIC RATE OF PAY

ARTICLE V.

SECTION 1.

An employee's basic rate of pay shall be determined by dividing the employee's weekly salary by forty-two (42) hours.

OVERTIME

ARTICLE VI.

SECTION 1.

In the event that a need for overtime should occur in the Fire Department because of an emergency, sickness, vacation or other unforeseen conditions, overtime will be paid for any hours worked in excess of forty-two (42) hours in a seven day period. Overtime hours will be computed using the average work week as defined in Article IV, Section 1.

SECTION 2.

All overtime shall be equally and impartially distributed among members of the Bargaining Unit, before any non-union employee or other person may be offered the opportunity to work. The Chief or on duty Captain will maintain a log to show the time of the call and the response from each person called as to whether it was accepted, refused, no answer, sick, vacation or on duty.

SECTION 3.

The overtime period shall begin Thursday 6:30 A.M. and end the following Thursday at 6:30 A.M.

SECTION 4.

Any employee summoned to court as a result of his/her employment with the Ayer Fire Department shall be compensated at the rate of one and one-half times his/her regular rate of pay. If the employee is scheduled to work during a day in which he/she is summoned to court, no additional compensation shall be incurred. Any employee

OVERTIME CONT.

summoned to court under this paragraph shall return to duty and complete his/her regular shift upon completion of their court appearance.

Employees who are required to attend court on behalf of the town in a criminal case or in a civil court, if subpoenaed, in a matter arising out of his or her official duties, at a time when he or she is not scheduled to work, shall be paid at time and one and one-half of his or her hourly rate of pay for a minimum of four hours. For the purpose of this article the court location is considered to be the employee's job assignment location. Accordingly, compensation does not begin until the employee arrives in court. Employees required to use their own vehicles getting to and from court shall be compensated for mileage at the then current IRS rate.

SECTION 5.

Employees will not be required to work more than two consecutive shifts unless in the case of an emergency, as determined by the Chief, or unless mutually agreed by the employee and the Chief.

SECTION 6.

In the event that a shift can not be filled through the normal procedures, the Chief or on duty Captain will be allowed to order in a union employee to fill the shift. The Chief or on duty Captain shall fill the shifts by order on a rotating basis and will keep a log on all order-ins.

SECTION 7.

The use of vacation, personal or incentive days in any given pay period shall not disqualify an employee from being able to work overtime in that same pay period.

SECTION 8.

Any paid detail arranged through the town of Ayer fire department will be first offered to a member of the bargaining unit. The Chief or on duty Captain will keep a log and fill all details on a fair and impartial basis.

SECTION 9.

Details, as determined by the Chief, will be paid at 1½ times the employee's rate for town details and at the rate of 2 times the employee's rate for private details.

A town detail shall be defined as any detail requested for a project that is funded in whole or in part by governmental money.

SECTION 10

If a private detail is cancelled for any reason, within four hours of the scheduled start time, four hours pay will be given to the employee scheduled to work. Pay will be at the detail rate of two times the employee's regular rate of pay.

WAGES

ARTICLE VII.

SECTION 1

SALARIES: See attachment "A" for wage schedule.

WAGES CONT.

Firefighter Step I – Date of appointment through one year minus one day of continuous service in rank.
 Firefighter Step II – One year through two years minus one day of continuous service in rank.
 Firefighter Step III – A Firefighter who has completed two years of service.

Lieutenant Step I – Date of appointment through one year minus one day of continuous service in rank.
 Lieutenant Step II – One year through two years minus one day of continuous service in rank.
 Lieutenant Step III – Two years through three years minus one day of continuous service in rank.
 Lieutenant Step IV – Three years through four years minus one day of continuous service in rank.
 Lieutenant Step V – A Lieutenant that has completed four years of service.

Captain Step I – Date of appointment through one year minus one day of continuous service in rank.
 Captain Step II – One year through two years minus one day of continuous service in rank.
 Captain Step III – Two years through three years minus one day of continuous service in rank.
 Captain Step IV – Three years through four years minus one day of continuous service in rank.
 Captain Step V – A Captain that has completed four years of service.

SECTION 2

STIPENDS: Stipends shall be paid the first pay period in July.

	7/1/05	7/1/06	7/1/07
EMT-PARAMEDIC	\$2,500	\$3,000	\$3,500
EMT-INTERMEDIATE	\$2,100	\$2,200	\$2,300
EMT-D	\$130	\$130	\$130
PARAMEDIC ASSISTANT	\$150	\$200	\$250
FIREFIGHTER I	\$130	\$130	\$130
FIREFIGHTER II	\$260	\$260	\$260
CPR INSTRUCTOR	\$130	\$130	\$130
FIRE INSTRUCTOR I	\$130	\$130	\$130
FIRE OFFICER I	\$130	\$130	\$130
FIRE OFFICER II	\$130	\$130	\$130
FIRE INSPECTOR I	\$130	\$130	\$130
FIRE INSPECTOR II	\$130	\$130	\$130

SHIFT EXCHANGE**ARTICLE VIII.**

Employees shall have the right to exchange shifts when the change does not interfere with the operation of the Fire Department, does not create additional overtime expenditure, and only with the approval of Fire Chief or his representative.

The town is not responsible for any expense for the swapped shift, the employee accepting the shift is.

LIFE INSURANCE**ARTICLE IX.**

The EMPLOYER shall provide a two thousand dollar (\$2,000.00) life insurance protection for any member of the UNION, seventy five percent (75%) of which will be paid for by the EMPLOYER.

*Collective Bargaining Agreement
 Town of Ayer and IAFF Local 2544 (Ayer Firefighters)
 July 1, 2005 – June 30, 2008*

Town: _____ Union: _____

HEALTH INSURANCE

ARTICLE X.

The employee may select (AT HIS/HER DISCRETION) from any of the comprehensive health insurance coverage offered by the employer. The employer further agrees to contribute 75% towards the indemnity/PPO type health plan, and an equal dollar contribution to all health plans, not to exceed 90% contribution towards any of the plans offered.

The Town and the Union agree to reopen the contract for the sole purpose of discussing health insurance offerings

BEREAVEMENT LEAVE

ARTICLE XI.

In the event of a death in the immediate family of an employee the employee shall be granted one (1) shift off with pay. The immediate family shall be defined as spouse and children of the employee, mother, father, brother, sister, grandmother, grandfather, and grandchildren of the employee and those of the spouse.

The Fire Chief may grant up to two (2) additional shifts off with if such time is required for extensive travel or living adjustment.

OTHER LEAVES OF ABSENCE

ARTICLE XII.

SECTION 1.

An employee may request up to three (3) months unpaid leave of absence for personal reasons. The granting of such leave is at the Chief's sole discretion. During an approved and unpaid leave of absence the employee's basic pay, seniority and health benefits shall not be adversely affected. The employee shall not acquire or accrue any additional leave time while out on an unpaid leave of absence. The Chief reserves the management right to fill shifts under this section with non-bargaining unit personnel. Nothing in this section is subject to the grievance and arbitration clause of this agreement.

SECTION 2.

Reasonable time off without loss of pay shall be permitted for the following:

- A. Attendance by an employee who is a veteran, as a pall bearer, escort, bugler or member of a firing squad or color guard detail at the funeral or memorial service of a veteran or any other who was discharged by other than dishonorable circumstances.
- B. Attendance by employees who are delegates or alternates to State or National Conventions of the International Association of Fire Fighters or the Professional Fire Fighters of Massachusetts.
- C. Inoculations required by the EMPLOYER.
- D. Red Cross blood donations.
- E. Any employee who is a member of a Reserve Force of the United States or the Commonwealth of Massachusetts and who is ordered by appropriate authority to attend a training program or perform other duties under the supervision of the United States or the Commonwealth of Massachusetts, shall be granted an unpaid leave of

OTHER LEAVES OF ABSENCE CONT.

absence during the period of such activity. Such unpaid leave shall not reduce the employees' seniority status, vacation, sick leave or other benefits. If a member's basic pay in a Reserve Force is less than his weekly salary for the Town, the Town will make up the difference in pay. The Town will make up to a maximum of two (2) weeks in any one (1) fiscal year.

F. Medical examinations for retirement purposes.

G. Attendance at educational programs required by or authorized by the Fire Chief or the EMPLOYER.

H. In the event that an employee or the spouse of the employee gives birth.

PREVAILING RIGHTS

ARTICLE XIII.

All rights, privileges, and working conditions enjoyed by members of the bargaining unit at the present time, which are not included in the Agreement, shall remain in full force, unchanged and unaffected in any manner, during the term of this Agreement unless changed by mutual agreement.

VACATIONS

ARTICLE XIV.

SECTION 1.

Every employee shall be eligible for a vacation with pay based on following schedule.

- Over nine (9) months but less than five (5) years: Five (5) working shifts
- Five (5) years service but less than ten (10) years: Seven (7) working shifts
- Ten (10) years service and over: Ten (10) working shifts.

Any employee who is separated from the fire Department by resignation, death, retirement, or discharge for reasons other than dishonesty, intoxication, theft, insubordination or other Just cause shall be compensated for all unused vacation time accumulated during that fiscal year at the employee's regular rate of pay.

SECTION 2.

All vacation time will be approved by the Fire Chief or on duty Captain. Vacation time should be scheduled two weeks prior to the date of the vacation day. The Fire Chief may grant exceptions under emergency circumstances. If the employee seeking vacation time finds someone suitable to fill his shift, the two-week approval period may be waived by the Fire Chief.

SECTION 3.

Employees shall be compensated for any unused vacation time (at regular rate of pay), if the Chief determines it to be in the Department's financial best interest to do so.

SECTION 4

Employees shall be allowed to carry over into the next fiscal year no more than two (2) vacation shifts. Vacation shifts carried over shall be used before the end of the next fiscal year.

HOLIDAYS

ARTICLE XV.

SECTION 1: The following holidays shall be recognized and observed:

1. New Year's Day
2. Martin Luther King Day
3. President's Day
4. Patriot's Day
5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. Veteran's Day
10. Thanksgiving Day
11. Christmas Day

SECTION 2.

For the purpose of this agreement, the holiday will be defined as the twenty-four (24) hours beginning at 6:30 A.M. the date of the holiday and ending at 6:30 A.M. on the following calendar date.

SECTION 3.

An employee who is required to work on a holiday named in Section 1 above, shall be compensated for all hours worked at one and one half (1½) times his basic rate of pay in addition to his regular salary.

SECTION 4.

An employee whose regular day off falls on one of the above holidays shall be compensated at the rate of one fifth (1/5) of one (1) week's salary in addition to his regular pay.

SECTION 5.

Work schedules will not be changed to avoid paying Holiday pay.

SECTION 6.

Part time or call fire fighters will not be used in place of bargaining unit employees covered by this agreement to avoid paying Holiday pay and shall only be used on a holiday to fill a vacancy in which a bargaining unit employee is unable to fill.

SECTION 7.

Should the holidays of Independence Day, Christmas or New Years fall on a weekend, the employee will be paid the holiday rate the calendar date of the holiday. All other holidays covered by this agreement, holiday rate will be paid the date of the state observance.

FIREFIGHTER PENSION AND RETIREMENT

ARTICLE XVI.

All employees covered by this agreement shall be covered under the Middlesex County Retirement System. Any action taken relating to the Retirement System is not subject to the grievance and arbitration clause of this agreement.

*Collective Bargaining Agreement
Town of Ayer and IAFF Local 2544 (Ayer Firefighters)
July 1, 2005 – June 30, 2008*

Town: _____ Union: _____

LONGEVITY

ARTICLE XVII.

Each employee upon completing five (5) years of service with the Town of Ayer shall be entitled to Longevity pay. Longevity pay shall be paid as follows:

Upon completing five (5) years of service, an employee shall receive, on the anniversary date of his employment, an additional three hundred dollars (\$300.00) per year and an additional fifty dollars (\$50.00) per year plus the three hundred (\$300.00) for each year over five (5) years.

Longevity shall be paid on the first pay period of July.

CLOTHING ALLOWANCE

ARTICLE XVIII.

SECTION 1.

All protective equipment required of employee's in the performance of their duties shall be furnished without cost to the employee's by the EMPLOYER and maintained in good safe condition. This equipment includes helmet, boots, turnout coat, gloves, bunker pants, matching boots and nomex hood. The EMPLOYER shall replace or repair the equipment as seen fit by the Fire Chief. All items shall meet NFPA standards, or equal.

SECTION 2.

The employee shall be compensated for clothing articles pertaining to his/her job in the amount of \$675 effective 7/1/06, and \$700 effective 7/1/07, per fiscal year. The cash register receipts or invoices will be submitted to the Fire Chief for payment. Up to \$75.00 of an employee's clothing allowance may be used for dry cleaning of uniforms.

PROMOTIONS

ARTICLE XIX.

SECTION 1.

It is agreed that all promotions shall be made from within the Ayer Fire Department, except for the rank of Fire Chief or Deputy Chief.

SECTION 2.

2.1 Eligibility for Promotion

(1) Years of service requirements for promotion to higher ranks shall be:

- A. Lieutenant – Two (2) years continuous experience as a permanent firefighter in the department.
- B. Captain – Five (5) years of permanent experience with Ayer Fire Department, and the rank of Lieutenant.

Years of service requirements must be met prior to the examination.

(2) Certification requirements for promotion to higher ranks shall be:

- A. Lieutenant – Firefighter I & II, Fire Officer I, Fire Inspector I

PROMOTIONS CONT.

- B. Captain – Fire Officer II, Fire Inspector II, Fire Instructor I, in addition to the required Lieutenant certifications.

Certification requirements must be met prior to permanent appointment as an officer. A candidate may be appointed as an acting officer if the certification requirements have not been met. That candidate will have one year for the first needed certification and an additional six months for each additional certification needed to meet the certification requirements. At the end of the allotted time if the certification requirements are not met the acting officer will be returned to their last rank and the next candidate on the promotional list will be promoted. Certifications will be from the Massachusetts Fire Training Council or the National Board on Fire Service Professional Qualifications.

2.2 Promotional Lists

- (1) A promotional examination based on standard fire service texts will be offered within 120 days of a vacancy in a fire officer position if there is no current promotional list.
- (2) Notice of such exams will be posted at least Ninety (90) days prior to the scheduled exam date.
- (3) Anyone that has met the eligibility requirements for promotion may take the exam.
- (4) Applicants shall have the opportunity within seven (7) days of results becoming available to examine their own results within the limitations required by the testing source. Limitations may include not retaining any testing materials or making personal copies of testing and scoring results. Any challenges to an individual's score will be submitted in writing to the Chief within seven days of the test results becoming available. The list will not be published until all challenges are resolved. Only written test scores and scoring of resumes may be challenged.
- (5) Once published, the promotional list will be in effect for two (2) years from the date published.
- (6) An appointment of an Acting Officer shall be made from the existing promotional list. If the list has expired, an employee meeting the eligibility requirements shall be appointed as an Acting Officer, this selection shall be made at the Fire Chiefs discretion.

2.3 Scoring

- (1) Scoring of officer candidates will be done in three parts, with a total maximum score of 301. This scoring will determine placement on the promotional list. The score for the three parts will break down as follows:

100 points possible for the written exam

101 points possible for resumes

100 points possible for oral interviews

301 total points possible

A. Written Examination

- 1) A written exam will be offered as stated above in section 2.2, with the maximum score achievable to be 100 points. Candidates written exam score will be used to compute their total score as shown in 2.3.
- 2) In order to continue in the promotional process, candidates must receive a score of 70 points or greater in the written examination.

PROMOTIONS CONT.

B. Resumes

1) Total scoring of resumes will be a maximum of 101 points added to form their total score shown in section 2.3. The 101 achievable by resumes will come from three parts years of service, higher education, and certifications as broken down into points below.

- 30 points for Years of service
- 35 points for higher education
- 36 points for certifications
- 101 points for resumes

Years of service: a maximum of 30 points is achievable. 0.125 point for each month of service beginning with the completion of five (5) years of service as a permanent member of the Ayer Fire Department. Scores shall be computed as of the date of the written exam.

Higher education: a maximum of 35 points is achievable. The level to where a candidate has completed their education as of the date of the written exam will be added to compute their score for resumes. Points will be awarded for degrees as described in Article XXXI (education) of this contract.

- 10 points for 30 credits completed for an Associates Degree
- 20 points for completion of Associates Degree
- 25 points for 90 credits completed for a Bachelors Degree
- 35 points for completion of Bachelors Degree
- Official transcripts or diplomas must be submitted with candidate's resumes.

Certifications: a maximum of 36 points is achievable. Points will be awarded for certification obtained as of the date of the written exam. Points will be added to their score for resumes as follows:

Firefighter I –	3 points	Firefighter II –	6 points
Fire Officer I –	3 points	Fire Officer II –	6 points
Fire Inspector I –	3 points	Fire Inspector II –	6 points
Fire Instructor I –	3 points	Fire Instructor II –	6 points

Certifications from the Massachusetts Fire Training Council or the National Board on Fire Service Professional Qualifications must be submitted with candidate's resumes.

C. Interview

1) All candidates shall be interviewed by a committee selected by the Fire Chief. Points will be awarded to a maximum of 100 Points for oral interviews. Interviews will be conducted in two parts; the two parts will breakdown as follows.

- 50 points for responses to interview questions
- 50 review of past performance reviews
- 100 points for interviews

The fifty points for interview questions will be given based on the evaluation of interview committee.

The fifty points for performance reviews will be awarded based on past scores of performance reviews given in accordance with the Town's personnel management policy. Points will be awarded by averaging the last two performance review scores and multiplying that score by 0.66.

Average review score multiplied by 0.66 = points awarded for reviews

PROMOTIONS CONT.

- 2) The interview committee shall be compiled by the Fire Chief at his discretion to include the chief of the department and or other chiefs as deemed appropriate by the Fire Chief (including officers not affiliated with this department) or others with experience in municipal government.

2.4 Completion

- (1) The Employer will work to complete the promotional process in a timely manner so to not leave a position unfilled for an extended period of time. A vacancy in a fire officer position shall be filled within six (6) months of the opening with an eligible candidate successfully completing the testing requirements.
- (2) In the event that there are no eligible candidates or if no eligible candidate successfully completes the testing requirement the testing process will be conducted again in six (6) months if an opening still exists.
- (3) After the final selection is made from those interviewed, those candidates who are not selected will be so notified and will have an opportunity to discuss the reasons therefore with the Chief.
- (4) The candidates will be granted reasonable time off for the purpose of participation in the promotional process. Candidates will not be eligible for overtime for any participation in the promotional process on off duty time.

2.5 Performance Reviews Exemption

Until the time that the department has gone through the personnel review process twice (2), the fifty (50) points for reviews in section 2.3-1c will be left out of the promotional process leaving the maximum for interviews at fifty (50) points and the Maximum score for each candidate as 251. This exemption will be removed after two (2) rounds of employee reviews have been completed.

UNION BUSINESS

ARTICLE XX.

SECTION 1.

The president or his designee elected to UNION office shall be granted time to perform their UNION functions, including attendance at conventions and seminars without loss of pay.

SECTION 2.

Two (2) members of the negotiating team shall be allowed time off for:
All meetings which shall be mutually set by the EMPLOYER and the UNION.

SECTION 3.

UNION business requiring time off from duty, shall be limited to business conducted within the Commonwealth of Massachusetts.

APPENDICES AND AMENDMENTS

ARTICLE XXI.

All appendixes and amendments to this Agreement shall be numbered and lettered, dated and signed by the responsible parties, and shall be subject to all the provisions of this Agreement.

*Collective Bargaining Agreement
Town of Ayer and IAFF Local 2544 (Ayer Firefighters)
July 1, 2005 – June 30, 2008*

Town: _____ Union: _____

SICK LEAVE

ARTICLE XXII.

SECTION 1.

Employees shall receive one and one quarter (1¼) days per month of sick leave which may be accumulated to a maximum of one hundred and sixty (160) days.

SECTION 2.

A doctor's certificate shall be provided at the Chief's discretion for absences over one (1) shift, but will be required for absences over two (2) shifts.

SECTION 3.

Any injury or sickness incurred while on duty will be governed by the provisions of MGL Chapter 41, Section 111F. Any matter relating to this section is not subject to the grievance and arbitration clause of this agreement.

SECTION 4.

For each four (4) months that an employee works without using his/her sick leave, he/she shall be granted one incentive shift off, the employee may use such leave for any purpose subject to the two week approval of the Fire Chief or on duty Captain. Said leave must be used within six (6) months from the time it was earned.

SECTION 5.

Employees shall be allowed to use five days per year of sick leave to care for their spouse, child or any other person living in their household.

SECTION 6.

Upon retirement from the Ayer Fire Department with twenty years service in the Ayer Fire Department (AS ALSO DETERMINED BY THE MIDDLESEX COUNTY RETIREMENT SYSTEM) an employee will be compensated for any unused sick time at a rate of 50% his/her regular rate of pay not to exceed \$5,000.00

SECTION 7.

SICK LEAVE BANK

A. The purpose of the Sick Leave Bank is to provide extended sick leave coverage to any permanent, full-time firefighter who has exhausted his/her sick leave and who is a member of the Sick Leave Bank pursuant to Paragraph B below. A firefighter may access the Sick Leave Bank for absences due to or resulting from an extended and/or serious injury, illness or disability as defined by the Family and Medical Leave Act as a serious personal illness or injury.

B. To be eligible to join the Sick Leave Bank as a member, a firefighter must have completed two (2) years of employment and must contribute 2 days of his/her accumulated sick leave to the Bank by July 15th of the current fiscal year.

C. The Bank will be administered by a committee of four persons, two members representing the Town and two members representing the Union, to be known as the Sick Leave Bank Committee.

D. All requests for the use of sick days from the Sick Leave Bank shall be directed to the Sick Leave Bank Committee. The Sick Leave Bank Committee May approve a request for the use of sick leave bank days in an

SICK LEAVE CONT.

amount up to ten (10) days. The total grant of Sick Leave Bank days shall not exceed fifty (50) days per illness, injury or disability. A request for the use of sick bank days must be accompanied by an application and medical documentation. Any requests for an extension of sick leave bank benefits of more than ten (10) days, must be accompanied by a new application and current medical documentation.

E. In acting upon requests for sick days from the Sick Leave Bank, the Sick Leave Bank Committee shall utilize the following criteria:

1. Adequate medical evidence;
2. Prior utilization of sick leave and /or the Sick Leave Bank;
3. Reasons for and propriety of prior use of sick leave;
4. The member's intent to return to service in the Ayer Fire Department.

F. In order for a member to be eligible for Sick Leave Bank benefits in each fiscal year, he/she must return to work for a period of time at least as long as the period for which he/she received benefits. The Sick Leave Bank Committee may waive this provision in extraordinary circumstances.

G. The decisions of the Sick Leave Bank Committee are final and not subject to the Grievance and Arbitration Procedure.

H. When the Sick Leave Bank drops below one hundred (100) days, all members of the Sick Leave Bank must contribute one (1) day of sick leave to the Bank on the first workday of the following month. On July 15th of each fiscal year, each member will automatically donate a day to the Bank dropped below one hundred (100) days in the month of June. In no case shall the Bank be allowed to exceed two hundred (200) days.

I. Implementation shall take effect on the first fiscal year that the Bank has one hundred (100) days.

AGREEMENT BINDING

ARTICLE XXIII.

This agreement shall be binding upon the successors and assigns of the parties hereto and no provisions terms, or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, annexation, transfer or assignment of either party hereto or by change geographically or otherwise in the location or place of business of either party hereto.

BULLETIN BOARDS AND MEETINGS

ARTICLE XXIV.

The EMPLOYER shall provide a bulletin board to be located at a mutually agreeable location in the Fire Station to be used by the UNION for posting of notices concerning UNION business and activity. The EMPLOYER also agrees to provide suitable space in the Fire Station for UNION meetings.

MISCELLANEOUS

ARTICLE XXV.

SECTION 1.

All parties of this Agreement shall cooperate in the enforcement of safety and rules and regulations. Complaints with respect to unsafe or unhealthy working conditions shall be brought to the attention of the Fire Chief or a committee formed to handle such matters.

SECTION 2.

Any training mandated by the Fire Chief, Town of Ayer, State or Federal Government in excess of the forty-two (42) hours weekly will be paid at one and one half (1 ½) the basic rate of pay.

SECTION 3.

No employee shall be suspended or removed without a hearing of the Board of Selectmen.

SECTION 4.

The employer agrees to maintain a supply of clean linen for use at the Fire Station.

SECTION 5.

Employees who are required to perform jury duty on their regularly scheduled shift shall return to finish their shift after they complete jury duty for the day.

MANNING OF COMPANIES

ARTICLE XXVI.

The EMPLOYER agrees that there shall be a minimum of two (2) men on duty at the Fire Station at all times; at least one (1) of which shall be E.M.T. qualified. The EMPLOYER further agrees that all men hired after July 1, 1976 shall also be E.M.T. qualified. This provision of the contract will be in effect as long as the Town of Ayer provides the ambulance service.

There shall be four (4) distinct working groups. Employees of the department will work shifts as described in Article IV, Section 1. A standard group shall be made up of the following ranks: a Captain, a Lieutenant, and the remainder of the group may consist of Firefighters. The normal make up of a group can be altered in the event of one or more members being absent for a shift or shifts due to the use of Vacation Time, Sick Time, Incentive Time, Training Time, Swaps, and other leaves, absences, or vacancies in positions.

In the event that the Captain is absent for a shift or shifts the senior Lieutenant on duty will assume the duties and responsibilities of the Captain's rank and shall receive Captain Step 1 pay for the shift. In the event that the Captain and Lieutenant are absent for a shift or shifts the senior Firefighter on duty will assume the duties and responsibilities of the Captain's rank and shall receive Captain Step 1 pay for the shift.

GRIEVANCE PROCEDURE

ARTICLE XXVII.

A grievance which alleges a violation of a specific provision of this agreement shall be processed in the following manner:

*Collective Bargaining Agreement
Town of Ayer and IAFF Local 2544 (Ayer Firefighters)
July 1, 2005 – June 30, 2008*

Town: _____ Union: _____

GRIEVANCE PROCEDURE CONT.

SECTION 1.

An employee of the union having a grievance shall submit, (within fourteen days of the alleged grievance) said grievance to the Fire Chief in writing.

SECTION 2.

The Fire Chief shall render a written decision within fourteen days from receipt of the grievance.

SECTION 3.

If the employee or the union is not satisfied with the Chief's decision, he may then submit the grievance in writing to the Board of Selectmen within fourteen days, for a written decision within fourteen days.

SECTION 4.

If the union is not satisfied with the decision of the Board of Selectmen it may submit the grievance to Arbitration before the American Arbitration Association within fourteen days after receipt of the answer of the Board of Selectmen.

SECTION 5.

All of the above times may be extended by mutual consent of the parties involved.

SECTION 6.

All costs for the arbitrator shall be borne equally by the parties.

CALL BACK TIME

ARTICLE XXVIII.

SECTION 1.

A member who answers a box alarm or a still alarm or medical call in his/her off duty time shall be paid at his/her overtime rate.

SECTION 2.

Any employee ordered in by the Chief will receive time and one half for the shift.

SECTION 3.

When the Chief or on duty Captain decides to man the station with additional personnel, bargaining unit employees will be called first before part-time personnel are used.

CONTINUITY OF EMPLOYMENT

ARTICLE XXIX.

The town may impose disciplinary action, including discharge, upon any and all employees involved in a violation of Massachusetts General Law, Chapter 150E, Section 9 A (a).

MANAGEMENT RIGHTS

ARTICLE XXX.

Except to the extent that there is contained in this agreement an express and specified provision to the contrary, the Town retains, whether exercised or not, all of the authority power, rights, jurisdiction and responsibility provided by all of the laws of the Commonwealth of Massachusetts to such Town for the control, direction and management of the Town and its work force including, but not limited to: the rights to manage the affairs of the Town and the department and to maintain and improve the efficiency of its operation; to increase or decrease the number of jobs; determine the methods, means, processes and personnel by which operations are to be conducted; to determine and schedule hours of duty consistent with the statutes and bylaws and this collective bargaining agreement of the Town, and the assignment of bargaining unit employees to achieve the efficient utilization of his or her service; to hire, promote, discipline, assign, and retain bargaining unit employees; and to promulgate and support reasonable rules and regulations pertaining to the operations of the Fire Department and to the bargaining unit employees and which are not inconsistent with this agreement.

Unless an express, specific provision of this agreement clearly provides otherwise, the Town, acting through it's Chief, Town Administrator, Board of Selectmen, or other appropriate officials as may be authorized to act on their behalf, retains all the rights, prerogatives it had prior to the signing of his agreement either by law, custom, practice, usage, or precedent to manage and control the Fire Department.

EDUCATION

ARTICLE XXXI.

SECTION 1. EDUCATIONAL REIMBURSEMENT

The Town agrees to pay the tuition costs for college courses related to Fire Department work, for all employees of the Ayer fire Department, with the prior approval of the Chief. The employee must achieve a "C" average for the course in order to be reimbursed by the Town. The EMPLOYER will reimburse all employees for any costs incurred for books, fees and tuition upon successful completion of courses related to the fire services areas, courses related to the maintaining of Emergency Medical Technician re-certification, and for all courses necessary to complete degrees in Fire Science. The Town will reimburse employees for all educational costs as herein not to exceed a total Educational Bank of \$450.00 per employee in the Bargaining Unit .College tuition will be reimbursed at the end of the fiscal year. If the total reimbursement request exceeds the allotted Educational Bank the Town will use the following formula to determine the percentage of reimbursement for each class taken.

1. Total Education Bank / (divided by) Total Reimbursement Request X(multiply by) 100=% of reimbursement.
2. % Of reimbursement X (multiply by) Cost of Class = Final Reimbursement.

SECTION 2. EDUCATIONAL INCENTIVE

The Town agrees to pay Educational Incentive for college courses related to Fire Science or Emergency Medicine. The Fire Chief shall utilize College transcripts to determine eligibility of payment. Courses must be completed prior to June 30th to receive credit in that fiscal year. Educational Incentive will be paid at the following rate:

	<u>7/1/05</u>	<u>7/1/06</u>	<u>7/1/07</u>
AA Degree -	\$850	\$900	\$950 per fiscal year
BA Degree -	\$1,500	\$1,600	\$1,700 per fiscal year
MA Degree -	\$2,200	\$2,300	\$2,400 per fiscal year

EDUCATION CONT.

SECTION 3. EDUCATIONAL DAYS

The Chief, at his sole discretion, may pay the registration fees, if any, for any member to attend training that he believes would benefit the town. Employees will be compensated in accordance with Article V, section 1. The number of days shall not exceed three (3) in any one fiscal year. Unused days shall not be carried over or paid for at the end of the fiscal year. This section shall not be subject to the grievance and arbitration provisions of this agreement.

INFECTIOUS DISEASE INOCULATIONS AND TESTING

ARTICLE XXXII.

SECTION 1.

The Town agrees to pay the cost for inoculations for hepatitis B and for all related blood work.

SECTION 2.

Should an inoculation become available for the aids virus during the duration of this agreement the Town agrees to pay the cost for the inoculation and all related blood work.

SECTION 3.

Employees may be tested annually or after any suspected exposure for Tuberculosis. The town agrees to pay the expense for this testing and any related blood work.

SUBSTANCE TESTING

ARTICLE XXXIII.

SECTION 1

The employer may administer one drug test during the one year probationary period each Firefighter undergoes, provided such drug test is administered as agreed to through this Article and the Firefighter is given forty-eight (48) hours advance notice of the test.

SECTION 2

Serious Incidents and Accidents. Any Fire Department employee who is involved in an accident as that term is defined in this section shall be required to undergo an examination within eight hours of the accident. For the purposes of this section an accident is if the employee is involved in a motor vehicle accident which results in a fatality, an injury requiring transport for medical treatment or in property damage in excess of \$7,500.00.

SECTION 3

Probable cause. An employee may be tested once after a determination by the Chief that there is probable cause to test the employee. Probable cause is a belief based on objective facts sufficient to lead a reasonably prudent person to suspect that an employee is using or under the influence of drugs so that the employee's ability to perform his/her duties is impaired. Probable cause shall be based upon information consisting of objective facts obtained by the department and the rational inferences which may be drawn from those facts. The information, the degree to corroboration, the results of the investigation or injury and/or other factors shall be weighted in determining the presence or absence of probable cause.

SECTION 4

The employee being tested will go to the testing facility, will present a picture I.D. and provide the necessary samples. If the employee so requests, he/she may be accompanied by a Local Union Representative to the testing

SUBSTANCE TESTING CONT.

site. Any information received by the union in connection with any matter arising under this article will be kept strictly confidential. Only the employee being tested may go into the room where the sample is to be collected.

SECTION 5

Procedures. All testing conducted pursuant to this Article shall be conducted at a licensed testing facility and shall be performed by employees of the facility. It is expressly agreed that no testing shall be conducted by employees of the Town of Ayer. Testing under this Article may include hair samples, urine samples, blood samples or breath samples. The laboratory selected to conduct the analysis must be experienced and capable of quality control, documentation, chain of custody, technical expertise and demonstrated proficiency in radioimmunoassay testing.

Technicians performing the tests must be available for testifying regarding the test results, if required. Only laboratories that are properly licensed and/or certified within the state in which they are located shall be used to perform such tests. The testing standards employed by the laboratory shall be in compliance with the Scientific and Technical Guidelines for Drug Testing programs, authored by the Federal Department of Health and Human Services initially published on February 13, 1987 and as updated. All samples provided hereunder shall be split so that a second test of the sample may be conducted. Only the employee shall have the right to re-test a sample and any expense of any re-test shall be borne by the employer. For a positive screen result, the medical review officer, a licensed physician, will contact the donor, conduct a medical history, coordinate with the employee's personal physician, as necessary, to make a final determination of presence of illegal drugs in a test. Any refusal to participate in any of the types of alcohol and/or drug tests authorized in this policy will be treated as indicative of a positive result and subject to imposing of discipline. If there is any evidence that an employee engaged in sample tampering, such conduct shall be treated as a refusal to participate in testing for purposes of imposing discipline.

SECTION 6

Impairment by Prescription Medicine. An employee shall notify the Chief when required to use prescription medicine which the employee has been informed by a medical professional may impair job performance. Written documentation of such condition shall be provided to the Chief. An employee prohibited from working may utilize sick leave or injured leave where appropriate or may be placed on unpaid leave of absence if neither sick leave nor injured leave is available.

SECTION 7

An employee who has a finding of positive from both the initial drug test and the split drug test shall be allowed to enter an alcohol or drug rehabilitation facility and shall receive the full support of the department for so doing. Nothing in this Article, however, shall prevent the Town from the initiation of disciplinary procedures against the employee involved. An employee may use any accrued paid leave while attending such an inpatient facility. In lieu of entering an inpatient facility or upon discharge from such a facility, the employee shall provide an assessment of his condition by a health care professional certified in the field of drug/alcohol rehabilitation to the Chief. The Occupational Health Center at Nashoba Valley Medical Center may refer employees to an applicable agency that may be utilized for this purpose. The employee shall participate in such program as recommended by the health care professional and will authorize the release of information pertaining solely to the employee's progress and compliance with the program to the Chief. Upon returning to duty after the aforementioned period, the employee shall be subject to random drug screening for a period of eighteen (18) months. If such employee is again found to have used controlled substances, narcotics, hallucinogens or prescription drugs without a proper prescription from a physician or dentist, he/she may be subject to discipline. In the event of a positive result on a follow-up test it will become a part of the employee's record as will the process following to assure that the employee remains substance free. Records and documents created pursuant to this Article shall be deemed privileged medical records and shall not be released to any party without the express written release of the employee or a valid court order.

SUBSTANCE TESTING CONT.

SECTION 8

Employees may refer themselves to the EAP if they know or suspect they have a drug or alcohol problem. If employees refer themselves, no disciplinary action will be taken by the Town as a result of the referral.(It would be expected that the Town would not be aware of the self referral because of the confidentiality of the self referral EAP process. If the Town did become aware of the self referral process through the employee informing people of it, the Town would take no disciplinary action as a result of the employee informing people of it, the Town will take no disciplinary action as a result of the referral.) However employees would be expected to abide by the rehabilitation plans developed with them and for them through the EAP.

DURATION OF AGREEMENT

ARTICLE XXXIV.

This agreement shall be effective on the FIRST DAY OF JULY 2005 and shall remain in full force until the THIRTIETH DAY OF JUNE 2008.

It shall automatically be renewed from year to year thereafter, unless either party shall have notified the other, in writing, prior to the anniversary date that it desires to modify the agreement.

SIGNED THIS _____ DAY OF _____ TWO THOUSAND AND SEVEN.

TOWN OF AYER

By: Board of Selectmen

I.A.F.F. Local 2544

Frank F. Maxant, Chairman

Pauline Conley, Vice Chairman

Carolyn L. McCreary, Clerk

Gary J. Luca, Member

Cornelius F. Sullivan, Member

Attachment "A" - Wage Schedule

		FY06 2.5%	FY07 3%	FY08 3%
Firefighter Step I		35,970.01	37,049.11	38,160.58
Firefighter Step II		39,066.01	40,237.99	41,445.13
Firefighter Step III		44,948.99	46,297.46	47,686.38
	Top Step F/F plus % (eff. FY07)			
Lieutenant Step I	4			49,593.84
Lieutenant Step II	5.5			
Lieutenant Step III	7			
Lieutenant Step IV	8.5			
Lieutenant Step V	10			
Captain Step I	11.5			53,170.31
Captain Step II	13			
Captain Step III	14.5			
Captain Step IV	16			
Captain Step V	17.5			
Lieutenant through FY07		46,068.08	47,450.12	
Captain through FY07		49,444.39	50,927.72	