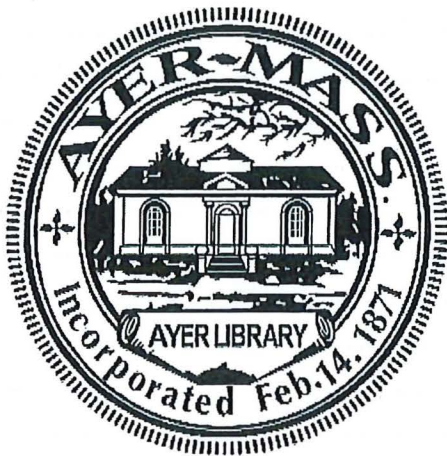


AGREEMENT BETWEEN  
THE TOWN OF AYER  
AND  
LOCAL #2544 AYER FIREFIGHTERS



Town: R.W.P. Union: LB

Collective Bargaining Agreement  
Town of Ayer and IAFF Local 2544 (Ayer Fire Fighters)  
July 1, 2022 – June 30, 2025

## Contents

ARTICLE 1	RECOGNITION.....	4
ARTICLE 2	DISCRIMINATION.....	4
ARTICLE 3	SENIORITY.....	4
ARTICLE 4	HOURS OF WORK.....	5
ARTICLE 5	BASIC RATE OF PAY.....	5
ARTICLE 6	OVERTIME.....	5
ARTICLE 7	WAGES.....	7
ARTICLE 8	SHIFT EXCHANGE.....	8
ARTICLE 9	LIFE INSURANCE.....	9
ARTICLE 10	HEALTH INSURANCE.....	9
ARTICLE 11	BEREAVEMENT LEAVE.....	9
ARTICLE 12	OTHER LEAVES OF ABSENCE.....	9
ARTICLE 13	PREVAILING RIGHTS.....	10
ARTICLE 14	VACATIONS.....	10
ARTICLE 15	HOLIDAYS.....	11
ARTICLE 16	FIREFIGHTER PENSION AND RETIREMENT.....	12
ARTICLE 17	LONGEVITY.....	12
ARTICLE 18	CLOTHING ALLOWANCE.....	12
ARTICLE 19	PROMOTIONS.....	13
ARTICLE 20	UNION BUSINESS.....	16
ARTICLE 21	APPENDICES AND AMENDMENTS.....	17
ARTICLE 22	SICK LEAVE.....	117
ARTICLE 23	HEALTH AND WELLNESS.....	19
ARTICLE 24	AGREEMENT BINDING.....	20
ARTICLE 25	BULLETIN BOARDS AND MEETINGS.....	20
ARTICLE 26	MISCELLANEOUS.....	20
ARTICLE 27	STAFFING OF COMPANIES.....	22
ARTICLE 28	GRIEVANCE PROCEDURE.....	23
ARTICLE 29	CALL BACK TIME.....	23
ARTICLE 30	CONTINUITY OF EMPLOYMENT.....	23
ARTICLE 31	MANAGEMENT RIGHTS.....	24
ARTICLE 32	EDUCATION.....	24

Town:            Union:           

*Collective Bargaining Agreement*  
*Town of Ayer and LAFF Local 2544 (Ayer Fire Fighters)*  
*July 1, 2022 – June 30, 2025*

ARTICLE 33	TRAINING .....	24
ARTICLE 34	INFECTIOUS DISEASE INOCULATIONS AND TESTING .....	26
ARTICLE 35	SUBSTANCE TESTING.....	28
ARTICLE 36	RESIDENCY .....	29
ARTICLE 37	DURATION OF AGREEMENT.....	30
APPENDIX A	WAGE SCALE.....	32
APPENDIX B	REVIEW PROCESS.....	33

Town: \_\_\_\_\_ Union: N.A.F. 16

*Collective Bargaining Agreement*  
*Town of Ayer and LAFF Local 2544 (Ayer Fire Fighters)*  
*July 1, 2022 – June 30, 2025*

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.

## **ARTICLE 1 RECOGNITION**

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, Deputy Chief and Administrative Assistant.

## **ARTICLE 2 DISCRIMINATION**

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, religion, color, sex, national origin, ancestry, age, genetic information, marital status, military service, gender identity, and sexual orientation.

## **ARTICLE 3 SENIORITY**

### 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/EMTs 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.

### SECTION 5

Time in grade shall determine seniority by rank. Seniority by rank will be used to determine out of grade pay.

Town:            Union:           

*Collective Bargaining Agreement  
Town of Ayer and IAFF Local 2544 (Ayer Fire Fighters)  
July 1, 2022 – June 30, 2025*



## **ARTICLE 4 HOURS OF WORK**

### SECTION 1

An employee workweek shall consist of an average of forty-two (42) hours per week over a four (4) 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 day's work shall be considered any day that an employee works past 8:30 p.m. of the shift.

### SECTION 4

The Fire Prevention Lieutenant's workweek shall consist of forty (40) hours per week. The employee shall be required to work four (4) ten (10) hour shifts to accomplish this. The Chief and the Fire Prevention Lieutenant shall determine the regular work schedule, which shall be in effect for the term of the appointment by mutual agreement. Changes to this work schedule may also be made by mutual agreement between the Chief and the Fire Prevention Lieutenant.

## **ARTICLE 5 BASIC RATE OF PAY**

### SECTION 1

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

### SECTION 2

The Fire Prevention Lieutenant's basic rate of pay shall be determined by dividing the employee's weekly salary by forty (40) hours.

## **ARTICLE 6 OVERTIME**

### 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 average in a seven day period for employees on a working group. The Fire Prevention Lieutenant will be paid overtime for any hours worked in excess of forty (40) hours in a seven day period. Overtime hours will be computed using the average work week as defined in Article 4, Section 1 for working group employees, and Article 4, Section 4 for the Fire Prevention Lieutenant. The overtime rate shall be calculated based on the number of actual weeks worked in a fiscal year.

### SECTION 2

Town: Ray Union: LB

*Collective Bargaining Agreement  
Town of Ayer and LAFF Local 2544 (Ayer Fire Fighters)  
July 1, 2022 – June 30, 2025*

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 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 cannot 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, sick time, 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 members 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.

Town:            Union:           

*Collective Bargaining Agreement  
Town of Ayer and LAFF Local 2544 (Ayer Fire Fighters)  
July 1, 2022 – June 30, 2025*

#### 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.

#### SECTION 11

A member who uses sick time shall not be eligible to work overtime until after he/she has worked their next regular scheduled shift; unless ordered in to work or called back.

#### SECTION 12

Any member who does any unscheduled work or repairs needed to maintain the Town's municipal fire alarm system under details, determined by the Chief, shall be paid a minimum of four (4) hours at their overtime rate.

### **ARTICLE 7 WAGES**

#### SECTION 1: SALARIES: (See APPENDIX A for wage schedule)

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

Firefighter Step IV – Five (5) years of experience in the Department with a Bachelor's Degree; Seven (7) years with an Associate's Degree or, ten (10) years of experience with the Department.

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 – A Lieutenant who has completed three years of continuous service in rank

Lieutenant Step V – A Lieutenant with five (5) years of experience in rank with a Bachelor's Degree; or seven (7) years' experience in rank with an Associate's Degree; or ten (10) year of experience in rank.

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 nine years minus one day of continuous service in rank

Captain Step V – A Captain with five (5) years of experience in rank with a Bachelor's Degree; or seven (7) years' experience in rank with an Associate's Degree; or ten (10) years of experience in rank.

#### SECTION 2: STIPENDS:

Stipends shall be paid in 26 equal installments combined with wages for "Paramedic" and "Basic EMT". All other stipends listed in the table below shall be paid the first pay period in July.

*R.A.P.*  
Town: \_\_\_\_\_ Union: *MB*

*Collective Bargaining Agreement*  
*Town of Ayer and LAFF Local 2544 (Ayer Fire Fighters)*  
*July 1, 2022 – June 30, 2025*



Paramedic	6.5% of base wages
Basic EMT	1% of base wages
CPR Instructor	\$300
Firefighter I	\$130
Firefighter II	\$260
Fire Instructor I	\$130
Fire Instructor II	\$260
Fire Officer I	\$130
Fire Officer II	\$130
Fire Inspector I	\$130
Fire Inspector II	\$130
Fire Incident Safety Officer	\$130

- B. Stipends will only be paid for certifications by the Massachusetts Fire Training Council or certification accredited by the Pro Board Fire Service Professional Qualifications System, except for EMS-related stipends.
- C. Stipends will also be paid for credentialing through the Massachusetts Department of Fire Services, Fire Prevention Officer Level I in lieu of Fire Inspector I certification, Fire Prevention Officer Level II in lieu of Fire Inspector II certification.
- D. For Employees with less than one year of service stipends will be prorated using the following formula.  

$$\text{Stipend payment} = (\text{stipend value} / (\text{divided by } 12)) * (\text{multiplied by}) \text{ the number of months of service.}$$
- E. There shall be a shift differential for Fire Prevention Lieutenant as follows:  
 4% of Fire Prevention Lieutenant's current step upon assumption of duties  
 5% above current Lt. step upon successful Fire Prevention Officer Level 1 credentialing  
 7% above current Lt. step upon successful Fire Prevention Officer Level 2 credentialing
- F. The UNION agrees to teach two (2) CPR Classes each year of the Agreement to Town of Ayer Personnel

## ARTICLE 8 SHIFT EXCHANGE

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.

Town: \_\_\_\_\_ Union: 

Collective Bargaining Agreement  
 Town of Ayer and IAFF Local 2544 (Ayer Fire Fighters)  
 July 1, 2022 – June 30, 2025



## **ARTICLE 9 LIFE INSURANCE**

The EMPLOYER shall provide a ten thousand dollar (\$10,000.00) life insurance protection for any member of the UNION, seventy five percent (75%) of which will be paid for by the EMPLOYER.

## **ARTICLE 10 HEALTH INSURANCE**

### SECTION 1

The employee may select from any of the comprehensive health insurance coverage offered by the employer. The employer further agrees to contribute 75% towards the premium costs of the Town's health insurance plans..

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

### SECTION 2

The Parties mutually agree that in FY 2014 the Town will begin to offer a Flexible Spending Account (FSA) Program to all employees wishing to participate. The cost of the FSA administration will be borne by the Employer. The program will use a debit card system and cover any and all legally permissible medical co-pays, deductibles, and expenses to include but not limited to: eyeglasses, prescriptions, dental, etc.

## **ARTICLE 11 BEREAVEMENT LEAVE**

In the event of a death in the immediate family of an employee, the employee shall be granted 24 Hours off with pay. The immediate family shall be defined as spouse and children of the employee, child, mother, father, brother, sister, niece, nephew, grandmother, grandfather, and grandchildren of the employee and those of the spouse or any person who has lived in an employee's household, without a break, for a period of more than one year.

Reasonable time off with pay will be permitted to attend services for Aunts and Uncles of the employee and spouse.

The Fire Chief may grant up to 48 additional hours off if such time is required for extensive travel or living adjustment.

## **ARTICLE 12 OTHER LEAVES OF ABSENCE**

### 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 will be required to pay the total amount of the insurance premium to remain on any town insurance plan. 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

Town: \_\_\_\_\_ Union: 

*Collective Bargaining Agreement*  
*Town of Ayer and IAFF Local 2544 (Ayer Fire Fighters)*  
*July 1, 2022 – June 30, 2025*

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 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
- I. Donation of Bone Marrow in accordance with the provisions of State Law

### ARTICLE 13 PREVAILING RIGHTS

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.

### ARTICLE 14 VACATIONS

#### SECTION 1

Every employee hired prior to July 1, 2019 shall be eligible for a vacation with pay based on the following schedule:

- Over nine (9) months but less than five (5) years: 120 working hours.
- Five (5) years service but less than ten (10) years: 168 working hours.
- Ten (10) years service and over: 240 working hours.

*M.A.P.*  
Town: \_\_\_\_\_ Union: *LS*

*Collective Bargaining Agreement  
Town of Ayer and LAFF Local 2544 (Ayer Fire Fighters)  
July 1, 2022 – June 30, 2025*

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.

Employees hired on/or after July 1, 2019:

Every employee hired on/or after July 1, 2019 shall be eligible for a vacation with pay based on the following schedule:

- Nine (9) months but less than three (3) years: 96 working hours
- Three (3) years but less than six (6) years: 120 working hours
- Six (6) years but less than nine (9) years: 168 working hours
- Nine (9) years but less than twelve (12) years: 216 working hours
- Twelve (12) years: 240 working hours

SECTION 2

All vacation time will be approved by the Fire Chief or on duty Captain. Vacation time shall 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

Effective July 1, 2020, all Employees shall be allowed to carry over into the next fiscal year no more than thirty-six (36) vacation hours.

**ARTICLE 15 HOLIDAYS**

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. Juneteenth Independence Day | 8. Labor Day              |
| 9. Columbus Day                | 10. Veteran's Day         |
| 11. Thanksgiving Day           | 12. 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 their basic rate of pay in addition to their regular salary.

SECTION 4

Town: \_\_\_\_\_ Union: 

*Collective Bargaining Agreement  
Town of Ayer and LAFF Local 2544 (Ayer Fire Fighters)  
July 1, 2022 – June 30, 2025*



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 their 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 Year's 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.

#### SECTION 8

The Fire Prevention Lieutenant shall receive the day off with pay, in lieu of working the holidays of New Year's, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas when they fall during their regular work schedule. Additionally, the Fire Prevention Lieutenant will have the option to take the remaining holidays listed in Section 1 that fall during their regular work schedule off with pay, in lieu of working the holiday as described in this article.

### **ARTICLE 16 FIREFIGHTER PENSION AND RETIREMENT**

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.

### **ARTICLE 17 LONGEVITY**

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 employment anniversary date.

### **ARTICLE 18 CLOTHING ALLOWANCE**

#### SECTION 1

All protective equipment required of employees in the performance of their duties shall be furnished without cost to the employees by the EMPLOYER and maintained in good safe condition. This equipment includes helmet, boots, turnout coat, gloves, bunker pants, matching boots, and particulate blocking nomex hood.

Town: MA Union: AF

*Collective Bargaining Agreement  
Town of Ayer and LAFF Local 2544 (Ayer Fire Fighters)  
July 1, 2022 – June 30, 2025*



The EMPLOYER shall replace or repair the equipment as seen fit by the Fire Chief. All items shall meet NFPA standards, or equal.

The EMPLOYER shall provide up to a total of six (6) sets of ballistic armor (each set consisting of a ballistic helmet and Level 3 vest) for the life of the agreement. A subcommittee consisting of the Chief and Union representatives shall be convened for the purpose of selecting the type and style of ballistic armor. The use of said ballistic armor shall be outlined in the Fire Department's Policy.

Employees may use their allotted clothing allowance to purchase soft body armor. The use of soft body armor shall be outlined in the Fire Department's Policy.

## SECTION 2

A. The employee shall be compensated for clothing articles pertaining to his/her job in the amount of \$1,200 (July 1, 2022); \$1,225 (July 1, 2023); and \$1,250 (July 1, 2024) per fiscal year. The cash register receipts or invoices will be submitted to the Fire Chief for payment. Up to \$250.00 of an Employee's clothing allowance may be used for dry cleaning of uniforms. There shall be a one-time \$250 allowance for new hires.

B. The EMPLOYER shall purchase and provide to each newly hired employee a Class "A" uniform upon the successful completion of their one-year probationary period.

C. The EMPLOYER shall purchase and provide to each newly appointed permanent Lieutenant a Class "A" uniform hat, hat badge, collar pins, and two (2) shirt badges. The EMPLOYER shall purchase and provide to each newly appointed permanent Captain a hat badge, collar pins, two (2) shirt badges, and a helmet front.

## SECTION 3

Employees who have formally processed their intent for retirement or will reach the mandatory retirement age must submit their cash register receipts or invoices, as described in SECTION 2, no later than 6 months prior to retirement date.

# **ARTICLE 19 PROMOTIONS**

## 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 Instructor I, Fire Prevention Officer Basic

Town: \_\_\_\_\_ Union: 

*Collective Bargaining Agreement*  
*Town of Ayer and LAFF Local 2544 (Ayer Fire Fighters)*  
*July 1, 2022 – June 30, 2025*

- B. Captain – Fire Officer II, Fire Instructor II, Fire Incident Safety Officer 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 334. 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
104	points possible for resumes
100	points possible for oral interviews
304	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.

### B. Resumes

Town: \_\_\_\_\_ Union: 

Collective Bargaining Agreement  
Town of Ayer and IAFF Local 2544 (Ayer Fire Fighters)  
July 1, 2022 – June 30, 2025

- 1) Total scoring of resumes will be a maximum of 134 points added to form their total score shown in section 2.3. The 134 achievable by resumes will come from four parts years of service, time in grade, higher education, and certifications as broken down into points below.

30	points for years of service or time in grade
35	points for higher education
<u>39</u>	<u>points for certifications</u>
<b>104</b>	<b>points for resumes</b>

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.

Time in Grade for Lt. Testing to Capt.: a maximum of 30 points is achievable. 0.125 point for each month of service as a Lieutenant. 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 31 (education) of this contract.

10 points for 30 credits completed for an Associate's Degree
20 points for completion of Associates Degree
25 points for 90 credits completed for a Bachelor's Degree
35 points for completion of Bachelor's Degree

Official transcripts or diplomas must be submitted with candidate's resumes.

Certifications: a maximum of 39 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 or FPO Basic –	3 points	Fire Inspector II or FPO I –	6 points
Fire Instructor I –	3 points	Fire Instructor II –	6 points
Fire Incident Safety Officer	3 points		

Certifications from the Massachusetts Fire Training Council or the National Board on Fire Service Professional Qualifications must be submitted with candidate's resumes. Resumes submitted to the Fire Chief may exclude certificates of certifications previously submitted under Article 7, Section 2 "Stipends" for payment.

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

Town: \_\_\_\_\_ Union: 

Collective Bargaining Agreement  
Town of Ayer and LAFF Local 2544 (Ayer Fire Fighters)  
July 1, 2022 – June 30, 2025



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. Points will be awarded by averaging the last two performance review scores.

- 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 284. This exemption will be removed after two (2) rounds of employee reviews have been completed.

## ARTICLE 20 UNION BUSINESS

### 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

Town: W.A.D. Union: [Signature]

*Collective Bargaining Agreement  
Town of Ayer and IAFF Local 2544 (Ayer Fire Fighters)  
July 1, 2022 – June 30, 2025*



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

#### SECTION 4

The EMPLOYER will deduct the appropriate Union dues for each employee covered by this agreement who has signed a Union Dues Deduction Authorization Form provided by the UNION and provided to the Benefits and Payroll Manager. Union dues will be deducted from the employees' bi-weekly wages. The EMPLOYER will transmit Union dues withholding to the Union bi-weekly.

### **ARTICLE 21 APPENDICES AND AMENDMENTS**

All appendices 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.

### **ARTICLE 22 SICK LEAVE**

#### SECTION 1

Employees shall receive 15 hours per month of sick leave which may be accumulated to a maximum of 2560 hours. Employees hired July 1, 2016 or after may accumulate a maximum of 1824 hours.

#### SECTION 2

A doctor's certificate shall be provided at the Chief's discretion for absences over 24 hours, but will be required for absences over 48 hours.

#### SECTION 3 - OCCUPATIONAL INJURY

Section A - Whenever a fire fighter is incapacitated for duty because of an injury sustained in the performance of duty without fault of his own, or a fire fighter assigned to special duty by his superior officer, whether or not he is paid for such special duty by the town, is so incapacitated because of injuries so sustained, he/she shall be granted leave without loss of pay for the period of such incapacity; provided, however, that no such leave shall be granted for any period after such fire fighter has been retire or pensioned in accordance with law or for any period after a physician designated by the town determines that such incapacity no longer exists.

Section B - An employee may be absent from duty without loss of sick leave and without loss of pay when he/she is incapacitated by an injury arising out of his employment as set forth in G.L. c. 41, §111F. Vacation leave and sick leave shall not accrue after any period in excess of one (1) year in which the employee is on injured leave. An employee shall be able to carry from year to year all time accrued up to the one year period. For the purpose of this Section, any return to work of less than five (5) consecutive days during the one(1)-year period shall not constitute a break in the employee's "injured leave" status for that injury.

Section C - Employees claiming injured leave under this Article or seeking indemnification under G.L. c. 41, §100 or related applicable sections, shall be required, as a condition of eligibility for such compensation to do the following:

Provide a completed "Injury While On Duty Incident Report" in accordance with department policy.

*R.A.P.*  
Town: \_\_\_\_\_ Union: *[Signature]*

*Collective Bargaining Agreement*  
*Town of Ayer and LAFF Local 2544 (Ayer Fire Fighters)*  
*July 1, 2022 – June 30, 2025*

Notify the Fire Chief of any material change in the medical condition;

Provide and release all relevant medical evidence and documentation pertinent to the diagnosis and treatment of the injury or illness for which compensation or reimbursement is claimed, including a doctor's certificate from their treating physician certifying the work-relatedness of their injury, the period of their incapacity and their fitness for duty upon return to work.

Section D - As a condition of eligibility for injured on duty leave, an employee shall take all reasonable steps to hasten his or her return to duty, including: adhering to all prescribed treatments and therapies.

#### SECTION 4

Section A - Employees shall be allowed to use 120 hours per year of sick leave to care for their spouse, child or any other person living in their household.

Section B - For the purpose of determining incentive days, a full shift will be considered worked for any shift that an employee utilizes 10 hours or less of family sick leave.

#### SECTION 5

Upon retirement or death 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 \$7,500.00

#### SECTION 6 - SICK LEAVE BANK

- A. The purpose of the Voluntary 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 Voluntary Sick Leave Bank pursuant to Paragraph B. below. A fire fighter may access the Voluntary 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 Voluntary Sick Leave Bank as a member, a fire fighter must have completed two (2) years of employment and must contribute twenty four (24) hours of his/her accumulated sick leave to the Bank by July 15 of the current fiscal year.
- C. Each year every member of the Voluntary Sick Leave Bank will contribute twenty four (24) hours his/her sick leave to the bank by July 15. In A year that the Bank drops below two thousand four hundred hours (2400), all members will contribute twenty four (24) additional hours
- D. 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.
- E. All requests for the use of sick days from the Voluntary 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 Voluntary Sick Leave Bank days in an amount up to two hundred and forty (240) hours. The total grant of Voluntary Sick Leave Bank days shall not exceed one thousand two hundred (1200) hours per illness, injury or disability. A request for the use of Voluntary Sick Leave Bank Days must be accompanied by an application and medical documentation. Any requests for an extension of

Town: NAF Union: LB

*Collective Bargaining Agreement  
Town of Ayer and IAFF Local 2544 (Ayer Fire Fighters)  
July 1, 2022 – June 30, 2025*



Voluntary Sick Leave Bank benefits of more than two hundred and forty (240) hours, must be accompanied by a new application and current medical documentation.

- F. In acting upon requests for sick days from the Voluntary 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 Voluntary Sick Leave Bank;
  3. Reasons for and propriety of prior use of sick leave; and
  4. The member's intent to return to service in the Ayer Fire Department.
- G. In order for a member to be eligible for Voluntary Sick Leave Bank benefits, 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.
- H. The decisions of the Sick Leave Bank Committee are final and not subject to the Grievance and Arbitration Procedure.

## **ARTICLE 23 HEALTH AND WELLNESS**

### SECTION 1

The Town and the Union recognize the value of a healthy, well, and fit workforce. The Town and the Union will work together to evaluate and build an occupational health and fitness program.

### SECTION 2

In each fiscal year employees shall be allowed twelve (12) hours personal leave. Notice shall be reasonable under the circumstances and shall be approved by the Chief or his/her designee. Personal leave cannot be carried over into the next fiscal year.

### SECTION 3

In each fiscal year employees may earn additional twelve (12) hours of personal leave by completing an annual physical with their Primary Care physician. The employee must submit to the Chief a signed physical verification form from their treating physician. The form will verify the receipt of the "Healthcare Provider's Guide to Firefighter Physicals" and the employees' participation in an annual physical.

### SECTION 4

In each fiscal year employees may earn twenty-four (24) hours of Incentive Time for completing eighty (80) hours of documented on-site (Fire Station) physical fitness activities. Twelve (12) hours will be earned by completing forty (40) hours of physical fitness in the previous six (6) months. Time shall be documented by the shift commander at the time of completion in the department's records management system. These hours can also be completed at a recognized physical fitness center by providing the center log of date and time of activity. Incentive time must be used within six (6) months of the date that it was earned.

### SECTION 5

Any member injured while performing physical fitness activities while on duty shall be considered injured in the performance of their duty and be compensated in accordance with Article 22 Sick Leave, Section 3 Occupational Injury.

## **ARTICLE 24 AGREEMENT BINDING**

Town: \_\_\_\_\_ Union: 

*Collective Bargaining Agreement  
Town of Ayer and LAFF Local 2544 (Ayer Fire Fighters)  
July 1, 2022 – June 30, 2025*

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.

## **ARTICLE 25 BULLETIN BOARDS AND MEETINGS**

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.

## **ARTICLE 26 MISCELLANEOUS**

### 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 Fire Chief. Hearings must be completed within 14 days.

### 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.

### SECTION 6

Wages shall be paid bi-weekly in a single pay check by Direct Deposit. Deposits may be split into two (2) separate accounts.

### SECTION 7

The EMPLOYER and UNION mutually agree that all employees' personnel records shall be administered and maintained in accordance with MGL Chapter 149, Section 52C.

## **ARTICLE 27 STAFFING OF COMPANIES**

### SECTION 1

Town: MAF Union: [Signature]

*Collective Bargaining Agreement  
Town of Ayer and LAFF Local 2544 (Ayer Fire Fighters)  
July 1, 2022 – June 30, 2025*



The EMPLOYER agrees that there shall be a minimum of four (4) personnel 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 employees 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 4, 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. There shall be a Captain or Lieutenant on shift at all times.

#### SECTION 2

In addition to the employees on the four (4) working groups, there will also be a weekday position called "Fire Prevention". The employee in the "Fire Prevention" position will hold the rank of Lieutenant. The Fire Prevention Lieutenant will work shifts as described in Article 4, Section 4. This position shall be open to bid by employees holding the rank of Lieutenant. The Lieutenant with the most seniority in rank bidding for the job shall receive the appointment, which shall be for a period of three (3) years. In the event that no Lieutenant shall bid for the position, the Chief may assign the least senior lieutenant to the position. When the need to bid the fire prevention position occurs (e.g. end of three-year bid, promotion, retirement, etc.) the chief shall post a notice opening the bidding period for fourteen (14) days. A Lieutenant interested in bidding on the Fire Prevention position must notify the chief in writing prior to the close of that period. The Fire Prevention Lieutenant from date of appointment to the position shall obtain his/her credential to Fire Prevention Officer Level 1 within six (6) months of appointment (times may be extended by mutual consent due to class offerings). Failure to obtain credentialing to the Fire Prevention Officer Level 1 will revert the Lt. to his/her former position. Should this situation occur, the Fire Prevention Lt. position shall be reposted. The member that was removed from the position shall not have the ability to apply for that reposting.

#### SECTION 3

For Firefighter safety, the primary Engine will be staffed with three (3) personnel. Two (2) personnel may be used to staff the primary ambulance when an EMS call is received first or simultaneously.

#### SECTION 4

The Union agrees that employees must maintain the level of EMT certification held when hired or any higher level of certification obtained during their employment with the Town. Any employee wishing to apply for a lower EMT certification level, must seek permission for the Chief in writing. The Chief retains the right to deny any request that would interfere with department staffing or operations. The Union agrees to maintain at least twelve (12) certified Massachusetts EMT-Paramedics that are credentialed with the Fire Department's Medical Control Physician.

#### SECTION 5

The Town and the Union agree that the Chief at their sole discretion shall be allowed to use the Call Department to fill an eight-hour day shift on Friday, Saturday, and Sunday with a Per diem. These personnel shall be used as additional personnel and will not be used to supplement the Union workforce; the use of call personnel is not intended to replace fulltime personnel or to avoid filling fulltime shifts during absences. The intent of the use of call personnel is to allow call personnel to gain needed exposures and experiences to operate as call members and is subject to appropriation.

Town: \_\_\_\_\_ Union: 

*Collective Bargaining Agreement*  
*Town of Ayer and LAFF Local 2544 (Ayer Fire Fighters)*  
*July 1, 2022 – June 30, 2025*

## ARTICLE 28 GRIEVANCE PROCEDURE

The parties agree that a grievance is a complaint involving the interpretation or application of any provision of this agreement. No grievance shall be considered unless a meeting regarding the alleged grievance is requested, in writing, within fourteen (14) days of the alleged action or inaction, which is the subject of the alleged grievance. The parties further agree that it shall be in the best interest of the parties to settle grievances at the lowest step in the procedure. The parties may mutually agree to extend the time limits in this article provided that such extensions are agreed to in writing. If the grievance is not responded to by the Town within the time limits, at any step, it shall be considered to have been denied and the Union may proceed to the next available step.

### Step 1

The first step of the procedure shall be an informal verbal conference with the Deputy Chief unless the complaint involves the Deputy Chief. If the grievance involves the Deputy Chief then Step One may be bypassed. Any disposition of a grievance at this level must be put in writing and must be approved by the Chief. If the matter is not resolved at this level, the grievant may, within fourteen (14) days of receipt of the written Step 1 decision, proceed to Step 2.

### Step 2

The second step of the process shall be a written statement sent to the Chief and it shall contain the following: the name of the grievant; the specific contract provision alleged to have been violated; the date of the alleged violation; and the remedy sought. A meeting to discuss this grievance shall be held promptly/ but no later than fourteen (14) days after the receipt of the grievance by the Chief. The decision of the Chief shall be confirmed in writing no later than fourteen (14) days after the close of the grievance meeting. If the matter is not resolved at this level the grievant may within fourteen (14) days of the written Step 2 decision proceed to Step 3.

### Step 3

The third step of the process shall be a written statement sent to the Town Manager and it shall contain the following: the name of the grievant, the specific contract provision alleged to have been violated, the date of the alleged violation, and the remedy sought. A copy of the Chief's decision must be included. A meeting to discuss this grievance shall be held promptly, but not later than fourteen (14) calendar days after the receipt of the grievance by the Town Manager. The decision of the Town Manager shall be confirmed in writing no later than fourteen (14) calendar days after the close of the grievance meeting. If the matter is not resolved at this level the grievant may, within fourteen (14) calendar days of the written step 3 decision, proceed to step 4.

### Step 4

If the matter is not resolved at this level, then either the Association or the Town may, within twenty-one (21) days of the written Step 3 decision submit the matter to the

Town: \_\_\_\_\_ Union: 

*Collective Bargaining Agreement  
Town of Ayer and LAFF Local 2544 (Ayer Fire Fighters)  
July 1, 2022 – June 30, 2025*



American Arbitration Association. The decision of the arbitrator shall be final and binding on the parties as is allowed by Massachusetts General Laws. The arbitrator shall be requested to submit his/her decision within thirty (30) days after the close of arguments or the submission of briefs.

The arbitrator shall be without power or authority to add to, subtract from, or modify any of the terms of this agreement, and in reaching his/her decision, he/she shall interpret the agreement in accordance with the commonly accepted meaning of the words used herein and the principle that there are no restrictions intended to the rights or authority of the Employer other than those expressly set forth herein.

The parties may, by mutual consent, submit more than one pending grievance to the same arbitrator for consideration.

The expenses for the arbitrator shall be born equally by the parties.

## **ARTICLE 29 CALL BACK TIME**

### 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.

## **ARTICLE 30 CONTINUITY OF EMPLOYMENT**

### SECTION 1

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).

### SECTION 2

As a condition of employment all employees must have and maintain a valid Drivers License upon hiring and during their employment with the Town.

## **ARTICLE 31 MANAGEMENT RIGHTS**

Except to the extent that there is contained in this agreement an express and specified provision to the contrary, the Employer 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 Employer for the control, direction and management of the Employer and its work force including, but not limited to: the rights to manage the affairs of the Employer 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

Town: \_\_\_\_\_ Union: 

*Collective Bargaining Agreement*  
*Town of Ayer and LAFF Local 2544 (Ayer Fire Fighters)*  
*July 1, 2022 – June 30, 2025*



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 Employer, 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 Employer, acting through its Chief, Town Manager, Select Board, 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.

## **ARTICLE 32 EDUCATION**

### **SECTION 1 - EDUCATIONAL REIMBURSEMENT**

The Employer 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 Employer. 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. Fees for fire service certification testing may also be reimbursed. The Employer will reimburse employees for all educational costs as herein not to exceed a total Educational Bank of \$1,100 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 Employer will use the following formula to determine the percentage of reimbursement for each individual. Reimbursement for any individual employee shall not exceed fifty percent (50%) of the Educational Bank. Each employee requesting reimbursement shall receive at a minimum his or her allotted \$1,100.

1. Total Education Bank – (minus) Initial Reimbursement Up to \$1,100 per employee = Education Bank Remainder
2. Education Bank Remainder / (divided by) Total Reimbursement Request Remaining X (multiply by) 100= % of reimbursement.
3. % of reimbursement X (multiply by) Individuals Remaining Reimbursement Request = Individuals Weighted Reimbursement.
4. Individuals Weighted Reimbursement + (plus) Individuals Initial Reimbursement= Total Individual Reimbursement.
5. Upon proof of proper documentation, each employee will be guaranteed up to their Total Educational Reimbursement allotment before the educational bank will be dispersed.

### **SECTION 2 - EDUCATIONAL INCENTIVE**

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

Town:      Union:     

*Collective Bargaining Agreement  
Town of Ayer and LAFF Local 2544 (Ayer Fire Fighters)  
July 1, 2022 – June 30, 2025*

AA Degree - 6% of top step in rank per fiscal year  
BA Degree - 10% of top step in rank per fiscal year  
MA Degree - 14% of top step in rank per fiscal year

Effective July 1, 2022, the education incentive shall be paid in 26 equal installment combined with wages.

### SECTION 3 - EDUCATIONAL DAYS

A. The Employer shall guarantee each employee one (1) paid training day per year. All other training days are at the sole discretion of the Chief.

B. 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 5, 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.

## **ARTICLE 33 - TRAINING**

### SECTION 1

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 a one and one half (1 ½) the basic rate of pay.

### SECTION 2

Employees will be permitted to use their training day for the Active Threat Response Training course. The Town will pay the cost of the course.

### SECTION 3

The EMPLOYER agrees to allow up to four (4) employees to participate in each of the following specialized training areas: Fire Investigation Unit and Technical Rescue. Employees shall be compensated with overtime or paid time off with shift coverage for responding to incidents. Employees shall be covered under 111F for responses and training.

### SECTION 4

The EMPLOYER agrees to create a Training Fund to be administered by a Training Committee consisting of the Chief, four (4) Shift Captain, and a representative of the Union. The EMPLOYER agrees to provide the following additional funding (in addition to the current annual amount of \$10,600 in training funds) as follows:

- July 1, 2022: \$25,000
- July 1, 2023: \$30,000
- July 1, 2024: \$35,000

## **ARTICLE 34 INFECTIOUS DISEASE INOCULATIONS AND TESTING**

### SECTION 1

The Employer agrees to pay the cost for inoculations for Hepatitis B and for all related blood work.

Town: W.A.P. Union: [Signature]

*Collective Bargaining Agreement  
Town of Ayer and LAFF Local 2544 (Ayer Fire Fighters)  
July 1, 2022 – June 30, 2025*



#### SECTION 2

Should an inoculation become available for the aids virus during the duration of this agreement the Employer 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 Employer agrees to pay the expense for this testing and any related blood work.

### **ARTICLE 35 SUBSTANCE TESTING**

#### 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, they may be accompanied by a Local Union Representative to the testing 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.

Town: MAF Union: [Signature]

*Collective Bargaining Agreement  
Town of Ayer and IAFF Local 2544 (Ayer Fire Fighters)  
July 1, 2022 – June 30, 2025*



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, and 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.

#### 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 Employer as a result of the referral. (It would be expected that the Employer would not be aware of the self-referral because of the confidential EAP

Town: \_\_\_\_\_ Union: 

*Collective Bargaining Agreement*  
*Town of Ayer and IAFF Local 2544 (Ayer Fire Fighters)*  
*July 1, 2022 – June 30, 2025*

process. If the Employer did become aware of the self-referral process through the employee informing people of it, the Employer will take no disciplinary action as a result of the employee informing people of it. However employees would be expected to abide by the rehabilitation plans developed with them and for them through the EAP.

### ARTICLE 36 RESIDENCY

Any member within the bargaining unit shall reside within twenty (20) miles of the Town of Ayer. Said distance shall be measured from the closest border limits of the Town of Ayer to the closest border limits of the city or town which the bargaining member lives. Any bargaining member shall have one (1) year from their date of hire date to meet the residency requirement.


### ARTICLE 37 DURATION OF AGREEMENT

This agreement shall be effective on the FIRST DAY OF JULY 2022 and shall remain in full force until the THIRTIETH DAY OF JUNE 2025.

After the expiration of this agreement the terms and conditions of the agreement shall continue until a successor agreement is executed.

SIGNED THIS 1<sup>st</sup> DAY OF JULY TWO THOUSAND AND TWENTY-TWO


#### TOWN OF AYER

  
Jannice L. Livingston, Chair


  
Shaun C. Copeland, Vice Chair

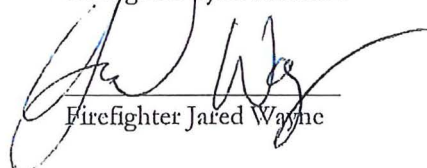
  
Scott A. Houde, Clerk

#### I.A.F.F. Local 2544

  
Captain David J. Greenwood

  
Lieutenant Brenton Bourne

  
Firefighter Tyler Schwabe

  
Firefighter Jared Wayne

Town: \_\_\_\_\_ Union: \_\_\_\_\_

*Collective Bargaining Agreement  
Town of Ayer and IAFF Local 2544 (Ayer Fire Fighters)  
July 1, 2022 – June 30, 2025*

**APPENDIX A WAGE SCALE**

	7/1/2022	7/1/2023	7/1/2024
FF I	\$56,475.24	\$57,604.74	\$58,756.83
FF II	\$61,027.55	\$62,248.11	\$63,493.07
FF III	\$69,677.80	\$71,071.36	\$72,492.79
FF IV	\$71,071.36	\$72,492.79	\$73,942.65
LT I	\$72,464.91	\$73,914.21	\$75,392.49
LT II	\$73,858.47	\$75,335.64	\$76,842.35
LT III	\$75,252.03	\$76,757.07	\$78,292.21
LT IV	\$76,645.58	\$78,178.49	\$79,742.06
LT V	\$78,178.50	\$79,742.07	\$81,336.92
CAPT I	\$79,432.69	\$81,021.34	\$82,641.77
CAPT II	\$80,826.25	\$82,442.78	\$84,091.64
CAPT III	\$81,523.03	\$83,153.49	\$84,816.56
CAPT IV	\$82,219.80	\$83,864.20	\$85,541.48
CAPT V	\$85,285.63	\$86,991.35	\$88,731.18

Town: W.A.P. Union: [Signature]

Collective Bargaining Agreement  
Town of Ayer and IAFF Local 2544 (Ayer Fire Fighters)  
July 1, 2022 – June 30, 2025



## APPENDIX B REVIEW PROCESS

### Mutually Agreed Upon Date of Implementation:

Distribution of Performance Evaluation Form: July 2016

Formal Performance Review: January 2017

*Setting of Goals and Objectives will occur at the first formal review*

### 1. Performance Evaluation

The prime purpose of employee performance evaluation is to allow a supervisor and employee to evolve a method of appraisal and feedback that reflects their personal relationship, the demands of the job, and current events, for the purpose of improving the employee's value and potential within the Ayer Fire Department. The performance of each employee will be reviewed formally and in writing on at least an bi-annual basis. Additional appraisals may be conducted in developmental stages or when performance is not meeting standards. Evaluation reports, which must be thoughtful and fair appraisals of employee abilities, based on observed performance and potential. Each evaluation report must be accurate and complete to ensure that sound personnel management decisions can be made and that a rated employee potential can be fully developed. Evaluation reports that are incomplete or fail to provide a realistic and objective evaluation make personnel management decisions increasingly difficult.

### 2. Objectives

- To measure and evaluate an employee's job-related attributes, behaviors and results
- To ensure the employee and the organization are both clearly aware of the goals, performance measures and results
- To ensure that goals are realistic and attainable
- To determine what training and development is required
- To continually monitor employee's progress and communicate any ongoing issues to assist the employee in reaching goals and aligning expected performance levels with corporate goals and objectives general guidelines
- The performance appraisal should be conducted in a formal and private setting with the supervisor or manager
- The employee should be given advance notice of the appraisal (including a copy of the appraisal form) in order to prepare a self-assessment of their performance
- The employee's strengths should always be acknowledged and good performance reinforced
- Weaknesses should be discussed and an action plan for development agreed upon
- If the employee has a conflict or concern with the review, this should be documented on the review

Town: N.A.F. Union: [Signature]

Collective Bargaining Agreement  
Town of Ayer and LAFF Local 2544 (Ayer Fire Fighters)  
July 1, 2022 – June 30, 2025

### 3. Responsibility

- A. The Fire Chief is responsible for overall management of the personnel evaluation process within the Department.
- B. The Fire Chief is responsible for conducting the evaluation of the shift Captains.
- C. The shift Captain is responsible for the completed evaluations of each shift member.

### 4. Procedure

- A. Supervisors who are responsible for evaluations should obtain the Ayer Fire Department Employee Evaluation Forms and complete evaluations for all personnel under their command between January 15<sup>th</sup> and January 31<sup>st</sup> of each calendar year.
- B. The Supervisor and the involved member must meet for each evaluation interview in a private setting. The first review, an appraisal review, will be done no later than six months prior to the formal review.
- C. The employee will be given a copy of the written evaluation tool in advance of the interview in order for the employee to rate his/her own performance and provide feedback to the evaluator for consideration before the final scores are determined.
- D. During the appraisal review, the evaluators and the employee discuss the employee's concerns, goals and plans for self- improvement and/or corrective action.
- E. The member shall sign the evaluation at the time of the review and shall receive a copy of the evaluation.
- F. Completed evaluation forms should be submitted to the Fire Chief as of the effective date of the evaluation. Each individual, prior to January 31<sup>st</sup>, must schedule and complete a review of this process with their supervisor and the Fire Chief.

Town: \_\_\_\_\_ Union: 

Collective Bargaining Agreement  
Town of Ayer and IAFF Local 2544 (Ayer Fire Fighters)  
July 1, 2022 – June 30, 2025

## Ayer Fire Department Annual Performance Evaluation

Name:

Position Title:

Date of Hire:

Time in Current Position:

Date:

Reviewed by:

The evaluation of an employee's daily work activities is an important means to ensure that high standards of performance are achieved by all employees. The Ayer Fire Department is committed to a performance evaluation tool that provides feedback to all employees on their level of performance. The purpose of the evaluation is an opportunity for each employee and his/her supervisor to set annual goals and objectives, based on the job description and the supervisor's expectations, as well as a way to measure performance.

### Definition of Ratings

#### 5 - Exceeds Expectations

This rating reflects performance that is better than expected in accomplishing results. An employee at this level has demonstrated mastery of job accountability in both routine and complex situations. The employee anticipates problems, problem solves, provides good customer service both internally and externally. Performance always meets and often exceeds standards.

#### 4 - Above Expectations

This rating reflects performance that is consistently effective in accomplishing the results within normal or routine situation, with the individual showing some areas of job mastery above the average individual. This employee is one that has mastery of certain subjects and is fully competent in all others.

#### 3 - Meets Expectations

This rating reflects performance that is consistently effective in accomplishing results in normal or routine situations. Performance meets all standards. The employee is considered to be fully competent in this area.

#### 2 - Needs Improvement

This rating reflects performance where few or sporadic results are accomplished and indicates that deficiencies exist in the performance. Performance meets some standards, but falls short on others.

#### 1 - Does not Meet Standards

This rating reflects overall performance that is significantly poor. Has not performed competently in this area.

\*\* Comments are required for all ratings\*\*

Town:        Union:       

*Collective Bargaining Agreement  
Town of Ayer and LAFF Local 2544 (Ayer Fire Fighters)  
July 1, 2022 – June 30, 2025*



## Section 1

### Competencies

Interpersonal Skills and Customer Service	Rating
Treats everyone in the work environment as a "customer"- co-workers, volunteers, patrons, clients, board members and vendors.	
Contributes to a positive working environment.	
Uses positive people skills (ex; eye contact, tone of voice, facial expressions) both in person and on the phone.	

Comments:

Communication	Rating
Demonstrates effectiveness expressing ideas, describing activities and plans, and providing individual or group direction. Manages content, delivery, frequency, and appropriateness of communication.	
Speaks politely with professional courtesy and respect.	
Maintains positive communication with supervisor and co-workers.	

Comments:

Quality of Work and Productivity	Rating
Knows the job; takes pride in being accountable for performance and problem solving within the scope of the job	
Prioritizes work well	
Completes work in a timely manner, meets deadlines	
Work is consistently accurate, thorough and error free	

Comments:

Skills, Knowledge and Technical Ability	Rating
Seeks out opportunities for own learning and ongoing professional development	
Appropriately acquires and maintains the technical skills and knowledge required for the position.	

Town: \_\_\_\_\_ Union: 16

Collective Bargaining Agreement  
Town of Ayer and LAFD Local 2544 (Ayer Fire Fighters)  
July 1, 2022 – June 30, 2025

Comments:

Cooperation and Teamwork	Rating
Recognizes and supports a teamwork approach	
Does not allow personal interests to interfere in achieving department's goals	
Seeks advice as needed	
Collaborates with others to accomplish tasks and objectives and delegates tasks when necessary and appropriate	
Maintains an enthusiastic and cooperative attitude with both co-workers and customers	

Comments:

Dependability and Attendance	Rating
Attendance and punctuality meet the department expectations	
Follows instructions, responds to management direction	
Keeps commitments	
Takes responsibility for own actions and does not complain about job tasks or assignments	

Comments:

Problem Solving	Rating
Makes well-reasoned, timely decisions which result positively for the Department and the customer.	
Seeks and uses resources required to complete tasks	
Identifies methods to overcome obstacles	
Adaptable to new situations	

Town: \_\_\_\_\_ Union: 

Collective Bargaining Agreement  
Town of Ayer and IAFF Local 2544 (Ayer Fire Fighters)  
July 1, 2022 – June 30, 2025

Comments:

Job Site Initiative	Rating
Makes appropriate suggestions for improvements	
Identifies needs and suggests potential solutions	
Pro-actively seeks methods to improve efficiency and delivery of services	

Comments:

Safety	Rating
Works in a safe manner	
Follows departmental processes and procedures to create a safe work environment even when not under direct supervision of management	

Comments:

**Rating for Section 1**

Add the total for ratings in Section 1	
--	--

Town: R.A.F. Union: [Signature]

*Collective Bargaining Agreement  
Town of Ayer and LAFF Local 2544 (Ayer Fire Fighters)  
July 1, 2022 – June 30, 2025*



## Section 2

### Development and Growth

#### Goals and Objectives

Develop two goals or objectives to be completed within the review timeframe that is given. These goals should be measurable and obtainable to the individual. One goal/objective should be professional in nature such as a certification, seminar, instruction, training or educational item for example. The second goal/objective can be either personal development or professional development based.

Professional Goal/Objective:

Personal or Professional Goal/Objective:

#### Employee Accomplishments

Please review the previous employee review for the goals and objectives that were developed at that time. Review each of the two goals/objectives and grade them based upon 25 points each. There must be comments as to the score noted.

The grading criterion is as follows:

20-25 points being awarded for the completion of the goal at or above expectations

15-20 points for partially completing the goal/objective

7.5-15 for not completing the goal/objective but able to justify the reasons for not

0-7.5 for an incomplete goal/objective without proper justification as to the reason

Goal #1 \_\_\_\_\_

Score \_\_\_\_\_

Comments:

Town: \_\_\_\_\_ Union: 

*Collective Bargaining Agreement  
Town of Ayer and IAFF Local 2544 (Ayer Fire Fighters)  
July 1, 2022 – June 30, 2025*

Goal #2 \_\_\_\_\_  
Comments: \_\_\_\_\_

Score \_\_\_\_\_

**Rating for Section 2**

Add the total for ratings in Section 2	
--	--

**Section 3**

**Performance Summary**

Summary of employee's overall performance for the year:

**Section 4**

**Overall Rating**

The employee's Performance Review Score will be the total of points earned in the rating of Section 2: Development and Growth.

**Total Rating**

Add the ratings from Sections 1 & 2	
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Town: R.A.P. Union: [Signature]

*Collective Bargaining Agreement  
Town of Ayer and LAFD Local 2544 (Ayer Fire Fighters)  
July 1, 2022 – June 30, 2025*

## Section 5

### Employee's Comments

Each employee has the opportunity to comment on the evaluation.

## Section 6

### Appraisal Review

I have read and discussed this appraisal review with the reviewer and have had the opportunity to provide comments. My signature does not indicate my agreement with this evaluation; rather it indicates that I have had an opportunity to read and discuss it.

Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Supervisor or Designee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(If applicable)

## Section 7

### Signatures

I have read and discussed this evaluation with reviewer or Chief of Department and have had the opportunity to provide comments. My signature does not indicate my agreement with this evaluation; rather it indicates that I have had an opportunity to read and discuss it.

Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Supervisor or Designee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(If applicable)

Chief's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Town: \_\_\_\_\_ Union: \_\_\_\_\_

*Collective Bargaining Agreement  
Town of Ayer and LAFF Local 2544 (Ayer Fire Fighters)  
July 1, 2022 – June 30, 2025*