

**MEMORANDUM OF AGREEMENT BETWEEN**

**THE TOWN OF AYER**

**AND**

**AYER FIREFIGHTERS LOCAL 2544**

**December 1, 2021**

**CONTRACT MOA  
(July 1, 2022 to June 30, 2025)**

WHEREAS, the Town of Ayer (TOWN) and the Ayer Firefighters Local 2544 (UNION) have in place a Collective Bargaining Agreements; and

WHEREAS, the TOWN and UNION agreed to negotiate a successor collective bargaining agreement to the current collective bargaining agreement which expires on June 30, 2022; and

WHEREAS, the TOWN and UNION have negotiated in good faith and reached an agreement on December 1, 2021 to keep the terms of the existing collective bargaining agreement in place and amend only the following mutually agreed to terms for the successor collective bargaining agreement as follows:

1. Amend Appendix A, "Wage Scale" by increasing the base wage cost of living adjustment by 2% on July 1, 2022; 2% on July 1, 2023; and 2% on July 1, 2024.
2. Amend Article 6, "Overtime"  
Section 1, amend by adding, "The overtime rate shall be calculated based on the number of actual weeks worked in a fiscal year" at the end of the paragraph; and

by adding a new Section 12 that reads as follows: "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 hours at their overtime rate."

3. Amend Article 7, "Wages"  
Section 1 - SALARIES by adding a fifth step (Step V) to the Lieutenant wage scale valued at 2% with matching language to reflect Firefighter Step IV and Captain Step V and by adjusting Captain Step V to reflect a 10% difference in top step Lieutenant and 20% difference in top step firefighter.

Section 2 – STIPENDS by removing the Advanced EMT stipend and;

Subsection E, fourth line to strike 6% and insert 7%.

4. Amend Article 14, “Vacations” Section 3 by deleting 1<sup>st</sup> paragraph.
5. Amend Article 15, “Holidays”  
Section 1 by adding “Juneteenth Independence Day”.

Section 8 by deleting the current text and replacing with “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 of working the holiday as described in this article.

6. Amend Article 18, “Clothing Allowance”  
Section 2 by striking \$1,050 (July 1, 2019) and replacing with \$1,200 (July 1, 2022); by striking \$1,100 (July 1, 2020) and replacing with \$1,225 (July 1, 2023); by striking \$1,150 (July 1, 2021) and replacing with \$1,250 (July 1, 2024) and by also adding that “there shall be a one time \$250 allowance for new hires.”

Section 3 by adding “or will reach the mandatory retirement age” before the words “must submit”

7. Amend Article 19 “Promotions” Section 2 2.3 *Scoring* be amended by replacing “134” with “104” for “points possible for resumes” and replacing “334” with “304” for “total possible points”
8. Amend Article 22 “Sick Leave”  
Section 4 by deleting current text and renumbering sections accordingly

Old Section 6, New Section 5 by adding “or death” after “retirement”

9. Amend Contract by adding NEW Article 23 “Health and Wellness” (and renumber the contract accordingly) to read:  
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 circumstance and shall be approved by the Chief or his/her designee. Personal leave can not be carried over into the next fiscal year.

Section 3 - In each fiscal year employees may earn an 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 24 hours of Incentive time for completing 80 hours of documented on-site (fire station) physical fitness activities. 12 hours will be earned by completing 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.

10. Amend Old Article 26/New Article 27, "Staffing of Companies"

Section 1 by striking three (3) in the first sentence and replacing with four (4)

New Section 4 by adding, "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 from 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."

New Section 5 by adding, "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 shift during absences. The intent of the use of call personnel is to allow call personnel to gain needed exposures and experience to operate as call members and is subject to appropriation.”

11. Amending Old Article 27/New Article 28 “Grievance Procedure” by replacing the existing article with the following:

“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 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.”

12. Amend Old Article 31/New Article 32 “Education”

Section 1 Educational Reimbursement - by striking all references to \$900 and replacing with \$1,100

Section 2 Educational Incentive - by replacing 4%/8%/9% with 6%/10%/14% and;

by striking the last paragraph of and replacing with “Effective July 1, 2022, the education incentive shall be paid in 26 equal installments combined with wages.”

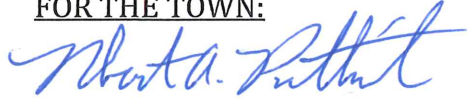
13. Amend Old Article 32/New Article 33 “Training” Section 4 by deleting the 3 bullets and replacing with: July 1, 2022: \$25,000; July 1, 2023: \$30,000; July 1, 2024: \$35,000

14. Amend Contract by adding new Article 37 “Residency” to read as follows: “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 year from their date of hire date to meet the residency requirement.”

NOW, THEREFORE, THE TOWN and UNION mutually agree to all of the aforementioned terms as negotiated in good faith for the successor collective bargaining agreement between the TOWN and UNION. This Memorandum of Agreement shall be binding upon ratification by the Ayer Select Board and ratification by the UNION. The funding of this Memorandum of Agreement is subject to the approval of the Ayer Town Meeting.

Signed on December 1, 2021:

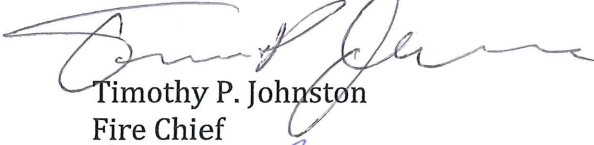
FOR THE TOWN:



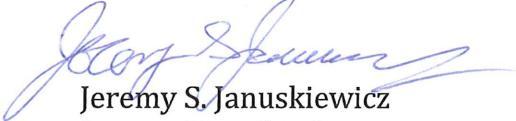
Robert A. Pontbriand  
Town Manager



Carly M. Antonellis  
Assistant Town Manager



Timothy P. Johnston  
Fire Chief



Jeremy S. Januskiewicz  
Deputy Fire Chief

FOR THE UNION:

David J. Greenwood  
President



Brenton Bourne  
Vice-President



Tyler D. Schwabe  
Treasurer



Jared S. Wayne  
Member

