

MEMORANDUM OF AGREEMENT BETWEEN

THE TOWN OF AYER

AND

THE AYER POLICE PATROLMEN'S ASSOCIATION (APPOA)

March 23, 2018

WHEREAS, the Town of Ayer (TOWN) and the Ayer Police Patrolmen's Association (APPOA) have in place and collective bargaining agreement which expires on June 30, 2018; and

WHEREAS, the TOWN and APPOA agreed to negotiate a successor collective bargaining agreement and met to negotiate in good faith on March 9, 2018; March 16, 2018; and March 23, 2018; and

WHEREAS, the TOWN and the APPOA reached an agreement on March 23, 2018 to keep the terms of the existing collective bargaining agreement in place and amend only the following negotiated terms:

1. The collective bargaining agreement shall be for a three (3) year term from July 1, 2018 to June 30, 2021;
2. The base wage increases for the collective bargaining agreement shall be as follows: 2% for July 1, 2018; 2% for July 1, 2019; and 2% for July 1, 2020;
3. Amend Article 8: Holidays by deleting the entire article and replacing it with the following language:

Section A: The following days shall be considered and recognized as Holidays by the Town and Chief of Police:

New Year's Day; Martin Luther King Day; President's Days; Patriot's Day; Memorial Day; Independence Day; Labor Day; Columbus Day; Veteran's Day; Thanksgiving Day; Christmas Day

Section B: Any officer required to work on any of the Holidays listed below that are his/her regular tour of duty will receive eight (8) hours pay at double time (2x) his/her hourly rate working said Holiday. If an officer is scheduled to work on such Holiday and requests and takes the day off (with approval of the Chief), the officer would receive his/her regular day's pay for the Holiday and not be charged against would receive his/her regular day's pay for the

Holiday and not be charged against any accrued time. Any officer on his regular scheduled day off shall receive eight (8) hours pay at straight time rate. Any Officer working overtime on a holiday will be paid double time in addition to their regular holiday pay:

Section C: For the purpose of the Article, the Holiday is the twenty-four (24) hour period starting at 12:01 A.M. of that day.

Section D: Work scheduled will not be changed to avoid paying Holiday pay

4. Amend Article 9, Section B: Other leaves of absence to read that in the event of the death of a spouse or child, an officer will receive five (5) days of bereavement leave;
5. Amend Article 11, Section A Clothing Allowance to add the Town will professionally dry clean outer jackets.
6. Amend Article 14, Section D to read "Officers will be paid a minimum of four (4) hours at regular time or a minimum of four (4) hours at one and one half (1 1/2) time for all hours worked in excess of the time worked, as described in Section A. Call back time does not include time worked immediately before or immediately after a worked shift."
7. Amend Article 14, Section J to read that upon death of an officer the Town will pay out all comp time to the estate of the officer;
8. Amend Article 15: Grievance Procedure, Step 1 as follows:
The first step of the procedure shall be an informal verbal conference with the lieutenant unless the complaint involves the lieutenant. The informal conference shall be held within fourteen (14) days of the receipt of the request to meet. If the grievance involves the lieutenant then step one may be bypassed. If the matter is not resolved at this level, the grievant may, within fourteen (14) days, proceed to step 2.
9. Amend Article 17, by inserting Section G to read "Officers shall be granted the ability to carry an amount of time equal to what they accrue in a year to the following year."
10. Amend Article 20: Seniority, Section A shall read, Seniority, for the purposes of this agreement shall be defined as an officer's length of continuous service as a full-time certified police officer in the Ayer Police Department;

11. Amend Article 20: Seniority, Section D shall read, Seniority shall be lost if an employee is decertified.
12. Amend Article 22, Sick Leave, Section C shall read after the last period, "in the event an officer dies after twenty (20) year of service but before retirement this benefit shall be paid to the estate of the person(s) to whom the salary is payable.
13. Amend Article 23, Other Leaves of Absence, Section B to read an officer shall be granted five (5) days."
14. Amend Article 25, Wages by adding: The School Resource Officer (SRO) shall receive a stipend that is five percent (5%) of their base pay;
15. Amend Article 25, Step 4, by adding: or fifteen (15) years of experience with the Ayer Police Department
16. Amend Article 26, by striking the Article in its entirety and replacing with:

Section A: Employees shall receive additional compensation for college credits in law enforcement according to the following schedule:

Associates Degree: 4% of Step 4 Patrolmen by July 1, 2020
Bachelor's Degree: 8% of Step 4 Patrolmen by July 1, 2020
Master's Degree: 9% of Step 4 Patrolmen by July 1, 2020

In order to qualify for said additional compensation, the college the employee has attended must, for the purpose of this article, be accredited by the appropriate accrediting association. Education stipend shall be paid over 26 pay periods.

17. Amend Article 27, Miscellaneous, Section G by deleting the following language from the article: "or from the completion of any other initial training"; and "or elsewhere"
18. Amend Article 27, Miscellaneous, Section O to read: Officers selected to be Field Training Officers will receive three (3) administrative days per trainee under his/her direction at the conclusion of the FTO program. In order to be awarded the administrative days, the Field Training Officer must not have used elective time off (Personal, Vacation, Comp, Admin) while the trainee is under their direction.

NOW, THEREFORE, the TOWN and APPOA mutually agree to the all of aforementioned terms as negotiated in good faith for the successor collective bargaining agreement between the TOWN and APPOA. This Memorandum of Agreement shall be

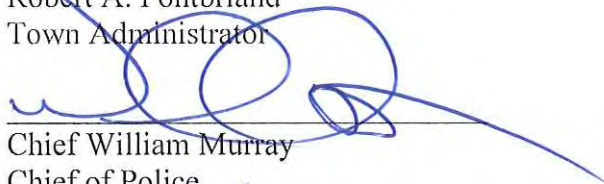
binding upon ratification by the Ayer Board of Selectmen and ratification by the APPOA. The funding of this Memorandum of Agreement is subject to the approval of the Ayer Town Meeting.

Signed on March 23, 2018

FOR THE TOWN:



Robert A. Pontbriand
Town Administrator



Chief William Murray
Chief of Police



Lt. Brian Gill
Police Lt.



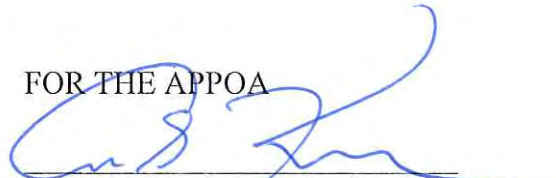
Carly M. Antonellis
Assistant to the Town Administrator



Kevin A. Johnston
Benefits and Payroll Manager

Dated: March 23, 2018

FOR THE APPOA



Detective Andrew Kularski
APPOA President



Dispatcher Christopher Herrstrom
APPOA Vice-President



Detective Kellie Barhight
APPOA

Dated: Mar. 23, 2018