

MEMORANDUM OF AGREEMENT

BETWEEN

THE TOWN OF AYER

AND

**THE AYER POLICE PATROL OFFICERS ASSOCIATION (APPOA)
COMMUNICATIONS DIVISION**

April 13, 2016

Now comes the Town of Ayer, ("TOWN") and the Ayer Police Patrol Officers Association (APPOA) Communications Division ("UNION) and for good and valuable consideration agrees as follows:

WHEREAS, the Town and the Union have been negotiating for a successor contract to the collective bargaining agreement; and

WHEREAS, the Town and Union, subject to ratification by the Ayer Board of Selectmen and the Union have come to terms relative to a new agreement between the Parties; and

WHEREAS, the Parties have agreed to execute a Memorandum of Agreement pending the final drafting of a new agreement;

NOW, THEREFORE, the Town and the Union agree as follows:

1. The existing Agreement shall continue in force and effect and its terms, except to the extent specifically amended as below, shall be incorporated with the successor agreement. The Collective Bargaining Agreement represents the entire Agreement between the Parties.
2. The existing Agreement is amended as follows:
 - a. Term of Agreement:
July 1, 2015 to June 30, 2018
 - b. Base Wages: 2% base wage increase on July 1, 2015

 2% base wage increase on July 1, 2016

 2% base wage increase on July 1, 2017

- c. Amend article XV (15)/Vacation section by adding “twenty-five (25) days of vacation after fifteen (15) years of Service.
- d. Amend the agreement by striking all Roman Numerals and replacing with Numbers.
- e. Amend Appendix A, Section “Shift Differential” of the Agreement as follows: 3pm-11pm Shift Differential to be four percent (4%) of the base of the top step Dispatcher and 11pm-7am Shift Differential to be six percent (6%) of the base of the top step Dispatcher.
- f. Amend Appendix A, Section “Training Wage” by striking current wording and replacing with: “Training wage shall be Step 1 unless the Chief of Police elects to start the employee at a higher step”
- g. Amend Article XIX (19)/Insurance, Section 2 by striking current wording and replacing with: “The employer shall provide a five thousand dollar (\$5,000) life insurance protection for any member of the Union, seventy five percent (75%) of which will be paid for by the employer.”
- h. Amend Article 17, Section 5 (Good Day Accrual) to replace the language “subject to the advance approval for his/her absence” with “at the Dispatcher’s choice”. And to add the following: “Good Days for no sick leave usage in a quarter. Employees shall earn one (1) Good Day for each three (3) months of perfect attendance during the period from: July 1st – Sept. 30th, Oct. 1st – Dec. 31st, Jan. 1st – March 31st, April 1st – June 30th, to be used at the employee’s choice. The Chief must be provided advance notice that is reasonable under the circumstances; the use of a Good Day must be authorized by the Chief or his/her designee. Said leave must be used during the following quarter from when it was earned and will not be allowed to accumulate from year to year.”
- i. Amend Appendix B “Substance Testing” of the Agreement as follows: change all references to “drugs” to “drugs and/or alcohol.”

Section A: Strike current language and replace with: “The employer may administer one drug and/or alcohol test without notice to any probationary employee during their one year probationary period provided such test is conducted in accordance with the procedures outlined in Section D: Procedures of this Article.”

Section B: Replace “eight hours” with “immediately at the direction of the Chief or his/her designee.” Also replace “accident” with “serious incident or accident”; replace “death” with “death or injury to another”; replace \$7,500 with \$4,500.

Section C: Add language Chief or his designee AND that once probable cause has been determined compliance shall be immediate the direction if the Chief or his/her designee

Section F: Amend "Repeat Offenders / Alcohol BAC . 00" to read, "If such employee is again found to have used controlled substance, narcotics, hallucinogens or prescription drugs and has not abided by Section E, or while on duty is under the influence of alcohol (a reading of BAC >.00") may be subject to discipline.

- j. Add a section to the Agreement which reads, all current and future Employees covered under the Agreement are required to have direct deposit for all of their pay.
- k. Amend Article XVI (16)/Wages and Special Allowances, Section 2, Subsection "Clothing" by striking "\$350" and replacing with "\$400"
- l. Add an annual EMT Stipend in the amount of \$300 to be issued annually to any Dispatcher holding EMT Certification.
- m. Add an Education Stipend Section as follows: \$1,500 for Associates Degree; \$2,500 for Bachelor's Degree; and \$3,000 for Master's Degree.
- n. Add an Education Reimbursement as follows: Every member of the Association is eligible to receive \$800.00 dollars per year towards the cost of tuition, fees and books as reimbursement for law enforcement related courses at any accredited college or university if they maintain a passing grade. Every fiscal year a pooled education account will be created. The total amount of the account will be determined by the total number of members of the Association times \$800.00. In the event not all members of the Association seek reimbursement, reimbursement will be disbursed by dividing the total number of members seeking reimbursement by the total amount in the pooled education account. All members seeking reimbursement must submit for reimbursement before May 31st and all reimbursements will be made before July 1st
- o. Amend Appendix A, Section "Emergency Medical Dispatch (EMD) and Fire Dispatch Stipend as follows: Striking "\$75.00" and replacing with "a stipend equal to 15% of the top step base wage dispatcher" and by striking "\$37.50" and replacing with "a stipend equal to 7.5% of the top step base wage dispatcher"
- p. Amend Appendix A, Section "Step Grid" by eliminating Current Step 1 and Current Step 2; Current Step 3 becomes New Step 1 (0-1 year); Current Step 4 becomes New Step 2 (1-2 years); current Step 5 becomes New Step 3 (2-3 years); create a new step 4 (4+ years) that will be 5% above New Step 3.

The Parties mutually agree to the terms of this Memorandum of Agreement on April 13, 2015.

For the Town:



Robert A. Pontbriand
Town Administrator



Chief William A. Murray



Lieutenant Brian Gill



Carly M. Antonellis
Assistant to the Town Administrator



Kevin A. Johnston
Benefits and Payroll Manager

For the Union:

Detective Andrew Kularski



Patrolman Richard Krasinskas



Dispatcher Johnna Brissette

