

MEMORANDUM OF AGREEMENT

BETWEEN

THE TOWN OF AYER

CONFIDENTIAL

AND

THE AYER POLICE PATROL OFFICERS ASSOCIATION (APPOA)
PATROLMEN'S DIVISION

March 30, 2015

Now comes the Town of Ayer, ("TOWN") and the Ayer Police Patrol Officers Association (APPOA) Patrolmen's 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:

R.A.P. (M) 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.

R.A.P. (M) 2. The existing Agreement is amended as follows:

R.A.P. (M) a. Term of Agreement:

July 1, 2015 to June 30, 2018

R.A.P. (M) 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

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- R.A.P. (M) c. Amend Article 8, Section F to remove "and shall be used on Holidays...(end)"
- R.A.P. (M) d. Amend Article 11, Section B to add after "any" and before "changes the word "mandated": "any mandated changes..." Also add a new sentence to read "The cost of any mutually agreed upon uniform change can be borne by the Town, the Union or both."
- R.A.P. (M) e. Amend Attachment B to change reference from MCJTC to MPTC.
- R.A.P. (M) f. Add an annual EMT Stipend in the amount of \$300 to be issued annually to any Officer holding EMT Certification.
- R.A.P. (M) g. Amend the Education Stipend Section of the Agreement as follows: \$1,500 for Associates Degree; \$2,500 for Bachelor's Degree; and \$3,000 for Master's Degree.
- R.A.P. (M) h. Amend the Agreement as follows: "when a Detective gets called in, they make the rate of the day."
- R.A.P. (M) i. To Amend the Vacation section to read "twenty-five (25) days of vacation after fifteen (15) year of Service.
- R.A.P. (M) 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.
- R.A.P. (M) k. Amend Section 31 "Substance Testing" of the Agreement as follows: change all references to "drugs" to "drugs and/or alcohol."
- R.A.P. (M) l. Amend Section 31B to 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" (regarding firearm discharge); replace \$7,500 with \$4,500.
- R.A.P. (M) m. Amend the Agreement regarding administrative benefit time for the SRO and Detectives On July first of each fiscal year, those assigned to the Detective Bureau and School Resource Officer position shall be granted seventeen (17) administrative leave days. These employees may use administrative leave days to take days off with pay at the discretion of the Chief. These employees may carry over up to ten (10) administrative days to the following year. These carried over administrative days must be used within the first six (6) months of the subsequent year.

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The following information was obtained from a confidential source who has provided reliable information in the past. The source has provided information that is consistent with the information obtained from other sources.

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- R.A.P. @ n. Amend the Agreement regarding "Posted Training" to read "All departmentally sanctioned opportunities for general training shall be provided in a timely fashion.
- R.A.P. @ o. Amend Article 23, Section C (Good Day Accrual) to replace the language "subject to the advance approval for his/her absence" with "at the Officer's choice". And to add the following: "The Chief must be provided advance notice that is 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 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."
- R.A.P. @ p. Amend the Agreement regarding "Clothing Allowance" to strike the phrase "Effective July 1, 2008, payment of \$875 per year for uniform clothing and equipment of which \$200 can be used for dry cleaning expenses"; to strike "\$950" and replace with "\$1250" and add the phrase: "\$250 can be used for training ammunition for Department caliber weapons purchased through the Department."
- R.A.P. @ q. Amend Article 31, Section F of the Agreement "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.
- R.A.P. @ r. Amend Article 22, Sick Leave, Section I, Sick Leave Bank as follows: "Strike the (15) day approval for request of sick bank days and change it to (90) days. Strike the (50) days per illness, injury or disability and change it to (1) year. Strike (15) day language requesting a new application and changing it to (90) days."
- R.A.P. @ s. Amend the Shift Differential of the Agreement as follows: 3pm-11pm Shift Differential to be four percent (4%) of the base of the top step Patrolmen and 11pm-7am Shift Differential to be six percent (6%) of the base of the top step Patrolmen.
- R.A.P. @ t. Amend the Detectives Stipend of the Agreement as follows: Strike the \$750 Detective Stipend and replace with "the Detective Stipend shall be six percent (6%) of the base of the top step Patrolmen.
- R.A.P. @ u. The Parties mutually agree to phase out the two Patrolmen Pay Scales and merge into one Pay Scale by the end of the term of the Agreement. The Parties mutually agree to

the following phase-in of one pay scale as follows: \$5,000 phase-in for FY 2016; \$10,000 phase-in for FY 2017; and \$15,000 phase-in for FY 2018.

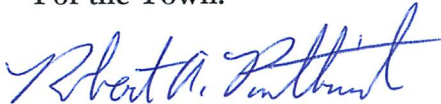
R.A.P. v. The Parties mutually agree to add a "Certified MPTC Instructor Stipend" in the amount of \$150.00 annually to any MPTC Certified Instructor who teaches a qualifying Departmental Education training/course in the fiscal year as approved by the Chief.

R.A.P. 3. The terms of this Memorandum of Agreement are subject to Ratification of the Union and the Ayer Board of Selectmen.

R.A.P. 4. The funding for this Memorandum of Agreement and its Collective Bargaining Agreement are subject to Appropriation by the Ayer Town Meeting.

The Parties mutually agree to the terms of this Memorandum of Agreement on March 30, 2015.

For the Town:



Robert A. Pontbriand
Town Administrator



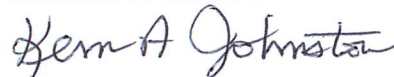
Chief William A. Murray



Lieutenant Brian Gill



Carly M. Antonellis
Assistant to the Town Administrator



Kevin A. Johnston
Benefits and Payroll Manager

For the Union:



Detective Kellie Barhight



Detective Andrew Kularski



Patrolman Richard Krasinskas