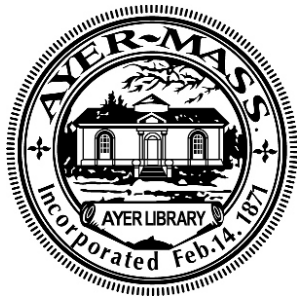


AGREEMENT BETWEEN
THE TOWN OF AYER, MASSACHUSETTS
AND
THE AYER POLICE PATROL OFFICERS ASSOCIATION



JULY 1, 2018 THROUGH JUNE 30, 2021

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This Agreement, entered into by and between the Town of Ayer, Massachusetts hereinafter referred to as the "TOWN" and the Ayer Police Patrol Officers Association, hereinafter referred to as the "Association" is designated to maintain and promote a harmonious relationship between the Town and such of its employees who are covered by the provisions of the agreement, in order that a more efficient and progressive public service may be rendered.

ARTICLE 1: RECOGNITION AND BARGAINING UNIT

The Town of Ayer recognizes the Association as the sole and exclusive bargaining agent for the purposes of Collective Bargaining with respect to wages, hours and other conditions of employment for all Police of the Ayer Police Department employed at the rank of Patrolman. Reserve Police Officers are specifically excluded from the bargaining agreement.

ARTICLE 2: PRIOR BENEFITS AND PRESERVATION OF RIGHTS

The Town of Ayer agrees that all rights and privileges enjoyed by the employee will remain in effect unless specifically abridged or modified by this contract.

ARTICLE 3: NON-DISCRIMINATION

The Town and the Association will agree not to discriminate in any manner against any employee covered by this Agreement because of his/her race, religion, creed, color, national origin, sex or disabilities.

ARTICLE 4: COPIES OF AGREEMENT

In order to provide a clear understanding of this Agreement, the Association agrees to provide a copy to each member in the bargaining unit.

ARTICLE 5: ASSOCIATION DUES

Section A: It shall be a condition of continued employment with the Town that all members of the bargaining unit covered by this Agreement who are not members of the Association in good standing and who have been employed for a period of thirty (30) days or more

remain a member in good standing of the Association or pay the Association an agency fee subject to the applicable statutory requirements.

Employees who fail to either maintain their membership in good standing with the Association or pay the applicable agency fee as required shall, upon written request to the Employer from the Association, be terminated.

Section B: The employer will incur no liability for the loss of dues monies after either depositing same properly addressed to the Association and sent either certified or registered mail, or by delivery of dues money to an authorized representative of the Association. The Association shall indemnify and save the Town harmless against all claims, demands, suits or other forms of liability which may arise by reason of any action taken in making and remitting the same to the Association pursuant to this Article.

ARTICLE 6: BULLETIN BOARDS

The Town shall provide a Bulletin Board located in the Police Station and located at a mutually agreeable place to be used by the Association for the posting of notices concerning Association business and activity. The Town also agrees to provide suitable space in the Police Station for Association meetings.

ARTICLE 7: COURT TIME

Any officer who is required to attend court as a witness for the Commonwealth of Massachusetts or the United States of America in a District Court, six person Jury Session, Superior Court, State Appellate Court, State Supreme Judicial Court, all Federal Courts and Commonwealth of Massachusetts Registry of Motor Vehicles' hearing in a criminal case, civil or administrative proceeding arising out of an officer's employment with the Ayer Police Department, which attendance is at a time when the officer is not regularly scheduled for duty, shall be paid for all time spent in attendance before such body at time and one-half (1/2) his/her hourly rate of pay, with a minimum of four (4) hours being paid per appearance, and actual time worked thereafter. An officer may, at his option, elect to receive compensatory time off in lieu of pay due under this Article. Officers shall notify the Chief of Police or his designee and receive approval for the appearance prior to appearing in such forum. Appearances on criminal or civil cases must be approved by the Police Chief prior to such appearance

For the purposes of this Article, compensation is not due to an employee in matters relating to the hearings held in connection with the employment of the officer or to matters

between the Town and the officer or the Association and the Town. Notwithstanding the foregoing, no compensation is due an officer under this Article for appearing at an employment related matter where the officer is a party or has been called as a witness by an employee of the department or the APPOA.

ARTICLE 8: HOLIDAYS

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 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.

ARTICLE 9: BEREAVEMENT LEAVE

Section A: In the event of a death in the immediate family of an employee he/she will be granted leave in the amount of three (3) calendar days, not including regularly scheduled days off, and such leave will not be charged to sick leave, personal leave, or vacation pay; provided however that the Chief may grant additional time off as necessary with pay; if such time is required for extensive travel. Extensive travel will mean: traveling outside of the New England area.

Immediate family means: parents, child (see Section B), mother-in-law, father-in-law, spouse (see Section B), brother, sister, grandparents, aunt, uncle, brother-in-law or sister-in-law or any person who has lived in an officer's household, without a break, for a period of more than one year (a signed certification will be required for the last category).

Section B: In the event of the death of a spouse or child, an officer will receive five (5) days of bereavement leave.

ARTICLE 10: SUBSTITUTION

Interchange or swap tours of duty shall be permitted between employees shall be permitted, provided:

- A. Each shall be subject to the approval of the Police Chief or his designated representative.
- B. Each substitution or swap does not impose additional cost to the Town.
- C. Employees seeking such a swap shall be required to give at least 24 hours notice to the Police Chief. However the Chief may waive this notice requirement and any or all parts of this provision.
- D. The Employee who agrees to take a swap, is solely responsible for that swap.
- E. Neither the Department nor the Town is held responsible for enforcing agreements made between employees. Employees seeking such a swap shall be responsible to the Town for coverage and any financial obligation arising out of the agreement made between the employees.

ARTICLE 11: CLOTHING ALLOWANCE

Section A: Clothing and equipment allowance for the full-time officers in the bargaining unit shall be as follows:

Effective July 1, 2015 payment of \$1,250.00 per year for uniform clothing and equipment of which \$250.00 can be used for dry cleaning expenses and \$250.00 can be used for training ammunition for Department caliber weapons purchased through the Department.

If officers are issued a previously used outer departmental jacket, it will be professionally dry cleaned by the Town.

Employees assigned to perform the duties of the Detective shall receive 1.25 times the annual clothing allowance.

New hires will be equipped in the first year but will not be eligible for the annual allowance until completion of one year of service.

Section B: Any mandated changes in style or color of uniform or attire or any change of equipment accoutrements ordered by the Town or the Chief of Police shall be paid by the Town in addition to the clothing allowance.

The cost of any mutually agreed upon uniform change can be borne by the Town, the Association or both.

Section C: Uniforms damaged in the line of duty not caused by the employee's negligence will be replaced by the Town at no charge to the employee or deducted from the clothing allowance. Any restitution through the court will be made to the Police Department and not to the officer.

Section D: All equipment required by members of the Association shall be supplied by the Town at no charge to the employee. For the purpose of this section, equipment includes:

1- Flashlight & Batteries	1- Soft Body Armor	1- Hat Badge
1- Weapon & Holster	1- Handcuff& Case	1- Collar Brass
1- Gun Belt	1- Mace & Holder	1- Tie Clip
1- Baton & Holder	2- Badges	

The purchase of soft body armor shall be paid for by the Town. Officers will always wear soft body armor when on patrol duties and/or ordered to do so by a supervisor. The replacement of damaged or worn soft body armor shall be at the discretion of the Chief or as reasonably called for by the manufacturer's warranty. If a newly hired officers has his/her own NIJ certified soft body armor, then it will be up to the discretion of the Chief if he/she allows the officer to use this body armor. Exceptions to the required wearing of soft body armor shall be by permission of the Chief of Police on a per incident basis. A subcommittee of Association and Management to be convened for the purpose of selecting the soft body armor.

Section E: The uniform allowance shall be in control of the employee and used at his/her discretion. No cash allowance shall be given to the employee. But said allowance shall be used only for the purchase of items that will be used or worn in the officer's line of duty. This is to include the purchase of civilian clothes by the department Detective.

ARTICLE 12: TEMPORARY SERVICE OUT OF RANK

Section A: Any employee covered by this agreement who is temporarily designated to assume the duties and responsibilities of a higher rank, shall receive pay of such order, until he/she is relieved of such responsibilities. Such rank will be designated by the Board of Selectmen.

ARTICLE 13: DETAILS

There are two types of details that are available to officers of the Ayer Police Department: Town Details, which are paid by the Town of Ayer or another governmental body, and Private Details, which are paid by all other groups, individuals, corporations or organizations.

Section A: All details shall be distributed to the members of the bargaining unit on a fair and equitable basis and the roster will be posted and kept up to date. However, the employer will incur no additional financial liability in the event of a dispute between bargaining unit members concerning eligibility for detail pay.

Section B: Part-time reserve officers will not be used for private details unless and until all full-time members of the unit, as well as the Deputy Chief, have had an opportunity to accept or reject assignments.

Section C: The employees shall be given the maximum possible advance notice once notice of the detail is received.

Section D: A roster shall be posted on the Association Bulletin Board and assignments shall be made on a rotational basis starting with senior man/woman. Any employee who refuses a detail shall not be removed from the detail roster but shall be regarded as a detail actually worked with the detail hours noted in determining the equitable fair distribution of the details to such employee.

Section E: If a detail is canceled and the customer fails to notify the police Department "at least four (4) hours prior to the start of the detail", the employee assigned shall receive a minimum of four (4) hours pay from the customer.

Section F: No detail assignment shall be made until the person, firm, corporation, entity requesting to have such a detail has agreed to pay the current rate of pay per employee.

Section G: All details will be paid directly to the Town of Ayer, who will in turn pay them directly to the employee.

Section H: Any request by a contractor, utility, or private business for Police coverage that does not involve a complaint to the Police Department, will be considered a private detail and will be paid for in accordance with this article.

Section I: Effective as of the date of execution of this Agreement, compensation for all private and Town details performed shall be for a minimum of four (4) hours per detail. After four (4) hours, officers working a private detail shall be paid an additional four (4) hour increment and in two (2) hour increments thereafter. After four (4) hours, officers working a Town detail shall be paid an additional two (2) hour increment and in two (2) hour increments thereafter. Officers shall be compensated at time and one-half (1 ½) the rate set for all hours worked over eight (8) detail hours. Officers working private details on Sundays and Holidays will be paid at time and one-half (1 ½) times the set rate for a minimum of four (4) hours per detail. After four (4) hours, officers shall be paid an additional four (4) hour increment and in two (2) hour increments thereafter. Officers working Town details on Sundays and Holidays will be paid at time and one-half (1 ½) times the set rate for a minimum of four (4) hours per detail. After four (4) hours, officers shall be paid in additional two (2) hour increments thereafter. Officers shall be compensated at two (2) times the rate set for all hours worked over eight (8) hours on Thanksgiving, Christmas and New Year's Day.

The rate of pay for all details shall be as follows:

Private Details: 1.5 times the rate of a top step sergeant.

Town Details: 1.5 times the rate of a top step patrolman.

Section J: Notwithstanding the above, all members of the bargaining unit must have a minimum of eight (8) hours of off time prior to reporting for his/her assigned police shift. This provision applies to outside employment not covered by this agreement.

Section K: Officers may work an extra pay detail for a charitable organization in which he/she will donate his/her time, provided that such detail is authorized by the Chief of Police or his/her designee. It shall be the Association which determines which organizations qualify as charitable organizations thereby entitling them to a detail at no charge. If a charitable organization requests a detail officer and no officer is available to donate his/her time, then the detail shall be filled in accordance with Section I of this article.

Section L: Strike details, at the discretion of the Chief, will have two officers. Strike detail rate will be 1.5 times the town detail rate. The Chief will decide what is a strike detail.

Section M: The parties acknowledge that the Chief of Police retains the sole discretion to determine the level of appropriate police services needed in any given situation, including providing of traffic direction at work sites and events within the town. Therefore, notwithstanding any regulation to the contrary, the Chief of Police has the discretion to require a presence of a sworn police officer, including but not limited to one employed on a detail basis, in all instances where there is a street opening or any work to be done on a public way or at a public or private function in Town. The parties also acknowledge that the Chief of Police has the further discretion to determine the number and ranks of officers assigned in any such instances necessary to maintain public safety or other legitimate interest of the community or department.

ARTICLE 14: OVERTIME AND COMPENSATORY TIME

Section A: Overtime compensation shall be paid to all employees of the bargaining unit at one and one-half (1/2) times their hourly rate for all hours worked over forty (40) in any week that they are regularly scheduled to work five (5) days and worked over thirty-two (32) hours in any week that they are regularly scheduled to work four (4) days. For the purposes of this section, sick time is not counted as time worked.

Section B: Extra shifts shall be offered to members of the bargaining unit as long as they are available, and then they shall be offered to the Reserve Officers.

Section C: Extra shifts shall be handled the same as details in Article 13, on a rotating basis by rank and seniority.

Section D: 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 ½) 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.

Section E: There shall be no duplication or pyramiding of overtime.

Section F: Compensatory time may be chosen at the officer's discretion in lieu of payment for overtime worked. Compensatory time shall be earned at the same rate as overtime, as described in Section A.

Section G: An officer may accrue a maximum of two hundred and forty (240) hours of compensatory time.

Section H: At the end of each fiscal year the Chief shall have the right, at his or her sole discretion, to pay an officer for time that he or she has on the books.

Section I: Officers wishing to use accrued compensatory time must request this time off in writing to their shift commander any time between thirty (30) days and eight (8) hours of the requested day off. Each shift commander is required to monitor his/her shift's schedule to ensure that each shift is adequately staffed. If the shift commander determines that this request for time off would adversely affect the functioning of his/her shift, based on the circumstances of the case, he/she will not allow any other officer(s) to use compensatory time on that particular day.

The police department's policy is not to grant overtime pay to one officer so that another officer can use compensatory time on a requested date.

Section J: If an officer is separated from employment due to layoff, resignation or retirement, he or she will be paid for any accrued but unused compensatory time at the then current rate.

Upon the death of an officer the Town will pay out all comp time to the estate of the officer.

Section K: Compensatory time may be taken in two (2) hour increments.

Section L: FLSA Compensatory Time. For the purposes of FLSA Compensatory Time, the Town has declared a twenty-eight (28) day work period. The FLSA definition of "time worked" will be used when computing this maximum (e.g., sick, vacation, comp., etc. is not considered). Any compensatory time accrued after the one hundred and seventy first (171) hours, in a given 28 day work period, may be used by a member even if overtime is needed to fill this vacancy, unless this vacancy would be unduly disruptive.

ARTICLE 15: 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 thirty (30) 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 Association 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. The informal conference shall be held within fourteen (14) days of the receipt of the request to meet. If the grievance involves the Deputy Chief 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.

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 not 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 Chiefs decision must be included. A meeting to discuss this grievance shall be held promptly, but not later than fourteen (14) 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) 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 3 decision, proceed to Step 4.

Step 4

The fourth step of the process shall be a written statement sent to the Board of Selectmen, 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 Chiefs and the Town Manager's decision must be included. A meeting to discuss this grievance shall be held promptly. The Town Manager shall schedule the matter on the next Selectmen's agenda. The decision of the Board of Selectmen shall be confirmed in

writing no later than thirty-five (35) days after the close of the grievance meeting. If the matter is not resolved at this level, the Association (not the employee) may proceed to Step 5.

Step 5

If the matter is not resolved at this level then either the Association or the town may, within fourteen (14) days of the written step 4 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 borne equally by the parties.

ARTICLE 16: OFFICERS AND REPRESENTATIVES

Section A: The employer agrees to recognize the duly elected officers and representatives of the Association.

Section B: The officers and representatives of the Association shall be granted reasonable time off without loss of pay to negotiate, handle grievances/complaints and to meet with the employer to discuss areas of mutual benefit. However, if the officer is attending to Association business while off duty he/she is not eligible for compensation.

Section C: The officers and representatives of the Association shall be granted time off without loss of pay to attend seminars designed to improve management-employee relations that are conducted during their work shift. Only one officer per shift shall be granted time off without loss of pay. Said leave time shall be granted at the discretion of the Chief.

ARTICLE 17: VACATION

Section A: Vacations with pay shall be granted to all employees as follows:

- | | | |
|----|--|---------|
| 1. | Nine (9) months to five (5) years continuous service | 10 days |
| 2. | After five (5) years continuous service | 15 days |
| 3. | Ten (10) years to 15 years continuous service | 20 days |
| 4. | After 15 years of continuous service | 25 days |

Section B: Vacations shall be scheduled as provided for by the Chief of the Department except that all employees shall be scheduled for at least one (1) week of vacation during the period between June 1st and September 15th, if so desired.

Section C: If the employment of a person entitled to an annual vacation is terminated by resignation or retirement, he/she shall be paid unused vacation time to which he/she is entitled. On the death of an employee entitled to vacation allowance, the allowance shall be paid to the estate of the person(s) to whom the salary is payable.

Section D: When a man/woman is ordered to appear in court for a criminal case during his/her vacation, he/she shall be granted one (1) additional day for each day he/she appears in court.

Section E: All requests for one week or more consecutive days of paid leave will be submitted in writing to the Chief of Police at least two (2) weeks in advance of the dates requested. Only an eight (8) hour notice shall be required when paid leave of less than one week is requested. The employer shall make every effort to accommodate requests for paid leave, consistent with the following limitations; In the event two (2) persons request the same dates, seniority, or time on the job will positively prevail without regard to granting these dates. If two employees assigned to the same shift request vacation at the same period, the Chief may grant the leave at his/her discretion and may deny same without any reason. Any person transferring from another department who is covered by this agreement and who may commence employment with this department at a rate higher than the first step designated for his/her particular rank will not be permitted to transfer vacation time from his/her previous employment, unless by some prior agreement with the present Board of Selectmen and the Chief of Police, be binding, any vacation time will be computed from his/her date of employment with the Town of Ayer Police Department.

Section F: Vacation time shall be determined in accordance with an officer's anniversary date (defined in Article 27, Section H).

Section G: Officers shall be granted the ability to carry an amount of time equal to what they accrue in a year to the following year.

ARTICLE 18: HEALTH INSURANCE AND LIFE INSURANCE

The employee may select (at his/her discretion) from any of the comprehensive health insurance coverages offered by the employer. The employer shall contribute 75% of the total premium cost of each such health insurance plan offered. The Town's Insurance Advisory Committee shall be consulted in the event the employer desires to amend its schedule of health benefits.

The Town and the Association agree to reopen the contract for the sole purpose of discussing health insurance offerings.

ARTICLE 19: INOCULATIONS

The Town agrees to pay the cost for inoculations for hepatitis B and for all related blood work. Should an inoculation become available for the Aids virus during the duration of this agreement, the Town agrees to pay the cost for the inoculation and all related blood work.

ARTICLE 20: SENIORITY

Section A: Seniority, for the purpose 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.

Section B: In the event it becomes necessary to lay-off patrolman for any reason, they shall be laid off in the inverse order of their seniority. In the event it becomes necessary to lay-off a person above the rank of patrolman, said person shall revert back to the next lowest rank maintaining the seniority he would have had in that rank.

Section C: Officers shall be recalled from lay off status according to their seniority. No new officer shall be hired until all officers in the layoff status have had the opportunity to return to work. Officers desiring to return to work shall notify the appointing authority within five (5) days of receipt of notification to return to work and shall be restored to their seniority level at the time of lay off. The Town shall have no obligation to offer re-employment to any employee who has been laid off more than twelve (12) months.

Section D: Seniority shall be lost if an employee is decertified.

ARTICLE 21: HOURS OF WORK

Section A: There shall be three (3) distinct shifts. Employees of the department will work four (4) eight (8) hour shifts with two consecutive days off on the same shift within a schedule determined by the Chief of Police.

Shift Hours

06:45 hours to 14:45 hours

14:45 hours to 22:45 hours

22:45 hours to 06:45 hours

Section B: The Police Chief may vary the shift hours in emergency situations and at other times when it is in the best interest of the Town. However, there shall be no permanent changes in any shift hours without giving the Association the opportunity to discuss the matter. Any intended permanent changes shall be consistent with all other sections of this contract.

Section C: Any officer serving in the Armed Forces Reserve of the United States of America, can request a change in days off to coincide with his reserve weekend duty for that month. The Chief of police can approve or deny same without reason.

Section D: Shift Bidding — Shifts in the uniform patrol division shall be bid twice a year. The first shift bid shall occur no later than May 1st with the assignments posted no later than June 1st to take effect July 1st. The second shift bid shall occur no later than November 1st with the assignments posted no later than December 1st to take effect January 1st. Preference shall be given on the basis of seniority as defined in Article 20, subject to the Chiefs right to limit the number of relatively inexperienced officers assigned to one shift or to override seniority for a bona fide operational reason which he shall specify in writing to the Association and the members affected.

Three examples of bona fide reasons for override are, but not limited to:

- a. An officer has specific training that is more compatible with a certain shift (e.g., D.A.R.E., elderly issues).
- b. An officer who is not meeting specific work expectations or assignments may be moved from his preferred shift. Such a reassignment shall not take place until the

officer has been counseled on his performance issues and given an opportunity to correct them. An officer reassigned hereunder shall be eligible to bid for a different shift during the next bid cycle provided he/she has met the terms of the counseling. An officer reassigned hereunder shall be replaced by the junior officer on the shift he is reassigned to, unless otherwise agreed to by the Association and the Chief.

- c. An officer, as part of a disciplinary proceeding, may be reassigned to a different shift. Such officer shall be allowed to bid for a different shift based on the terms of the discipline. An officer reassigned hereunder shall be replaced by the junior officer on the shift he is reassigned to, unless otherwise agreed to by the Association and the Chief.

When vacancies occur in the period between shift bids, the Chief shall decide whether to fill them by reassignment. If so, the vacancy shall first be offered to volunteers using the same criteria described in paragraph 1, above. Failing a volunteer, the Chief may re-assign an officer, ordinarily the junior officer, unless the Chief specifies a bona fide operational reason to assign another officer. Nothing herein shall preclude the Association and the Chief to agreeing to a different process to fill such vacancies.

This article does not apply to the selection of the employees for any special assignments, which shall remain at the discretion of the Chief. In all other cases the Chiefs approval shall not be unreasonably denied.

ARTICLE 22: SICK LEAVE

Section A: Each employee will receive fifteen (15) sick days per year. Further, each officer may use up to five (5) of the fifteen (15) sick days per year to provide care for an immediate family member. For purposes of this provision immediate family includes: mother, mother in- law, father and father- in- law (regardless of residence), spouse, children and any other person living in the officer's household, without a break, who has been living there for more than one year (as signed certification will be required for this last category).

Section B: When an employee returns to work after an illness or Injury, he/she will be reassigned to his/her former job and shift, if physically and mentally able.

Section C: Upon retirement, and after twenty (20) years of service with the Ayer police Department, the Town agrees to buy back one half of the employees unused accumulated sick leave, not to exceed \$7,500.00. In the event an officer dies after twenty (20) years of

service but before retirement this benefit shall be paid to the estate of the person(s) to whom the salary is payable.

Section D: An employee shall receive 100 percent of his pay for absences due to job incurred injuries or sickness and be compensated by the Town for all medical expenses incurred to the extent permitted by M.G.L. Chapter 41, Section 111F and (Chapter 41 Section 100). The Chief may assign an injured officer or disabled officer to light duty, on any shift, during any period of disability.

Section E: Each employee may accumulate up to 160 days of sick leave.

Section F: It is recognized that in all cases of Sick Leave Absences, the Town may require a doctor's certificate stating the cause of absence and that in the opinion of the physician such absence from duty was necessary. However, in case of absences in excess of five (5) consecutive days, a doctor's certificate will be required. In addition, in cases where an officer utilizes less than five (5) consecutive sick days, and the Town requests a doctor's certificate, the examination will be conducted at the expense of the Town. However, in cases of absences in excess of fifteen (15) days per year a doctor's certificate will be required.

Section G: All employees under this agreement may receive a yearly physical examination administered by the Town Physician and said examination will be paid for by the Town. The Town may in other cases require a physical examination administered by the Town physician and paid for by the Town.

Section H: Sick leave, as with all other leaves of absence, shall be determined in accordance with an officer's anniversary date, defined as the officer's first day of work with the Ayer Police Department.

Section I: Voluntary Sick Leave Bank

1. The purpose of the Voluntary Sick Leave Bank is to provide extended sick leave coverage to any employee benefited by this agreement who has exhausted his/her sick leave and who is a member of the Voluntary Sick Leave Bank pursuant to Paragraph B. below. An employee 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.

2. To be eligible to join the Voluntary Sick Leave Bank as a member, an employee must have completed one (1) year of employment and must contribute one (1) day of his/her accumulated sick leave to the Bank.
3. The Bank will be administered by a committee of four persons, two members representing the Department and two members representing the Association, to be known as the Sick Leave Bank Committee.
4. 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 ninety (90) days. The total grant of Voluntary Sick Leave Bank days shall not exceed 1 (one) year 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 Voluntary Sick Leave Bank benefits of more than ninety (90) days, must be accompanied by a new application and current medical documentation.
5. In acting upon requests for sick days from the Voluntary Sick Leave Bank, the Sick Leave Bank Committee shall utilize the following criteria:
 - A. adequate medical evidence;
 - B. Prior utilization of sick leave and/or Voluntary Sick Leave Bank
 - C. reason for and propriety of prior use of sick leave; and
 - D. the member's intent to return to service in the Ayer Police Department
6. In order for a member to be eligible for Voluntary Sick Leave Bank benefits in each fiscal year, 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.
7. The decisions of the Sick Leave Bank Committee are final and not subject to the Grievance and Arbitration Procedure.
8. Implementation open.

ARTICLE 23: OTHER LEAVES OF ABSENCE

Section A: Leave of absence without loss of pay shall be permitted for the following reasons:

1. Attendance by an employee who is a veteran as a pallbearer, escort, bugler, or member of a firing squad or color detail at the funeral or the memorial services of a veteran as so defined or of any person who dies under other than dishonorable circumstances while serving in the Armed Forces of the United States in time of war or insurrection.
2. Attendance by employees who are delegates or alternates to Association conventions or training.
3. Inoculations required by municipal employer.
4. Red Cross blood donations.
5. Medical examinations for retirement purposes.
6. Attendance at educational programs required or authorized by the Town of Ayer or the Chief.
7. Donation of Bone Marrow in accordance with the provisions of State Law.

Section B: An officer shall be granted five (5) days off with pay for a birth or adoption of his or her child. Maternity leave is allowed as in accordance with M.G.L.- 148, Section 105D. The Chief, at his or her sole discretion, may grant additional time off to an officer for the birth or adoption of his or her child.

Section C: Good days for no sick leave usage. Employees shall earn one (1) good day for each ninety (90) days of consecutive attendance without a sick day. The employee may use such leave for any purpose, at the Officer's choice. 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.

Section D: Each officer shall be granted three (3) personal leave days off per year, at the officer's choice. The Chief must be provided advance notice that is reasonable under the circumstances; personal leave must be authorized by the Chief or his/her designee.

Section E: 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.

ARTICLE 24: ASSOCIATION ACTIVITY PROTECTED

Except for the right to strike or to withhold services, as in which is hereby prohibited, all other lawful Association activities are protected. Nothing shall abridge the right of any duly authorized representative of the Association from lawfully presenting the views of the Association to the citizens on issues which affect the welfare of its members.

ARTICLE 25: WAGES

- | | |
|--------|---|
| STEP 1 | Officers lacking full-time academy training as accepted by the MPTC |
| STEP 2 | Officers that have successfully completed the academy. One day, post-graduation from the academy through one (1) year of service |
| STEP 3 | One (1) year, one (1) day, and beyond |
| STEP 4 | Five (5) years of experience in the department with a Bachelor's Degree that qualifies for incentive; or, seven (7) years' experience in the department with an Associate's Degree that qualified for incentive; or, fifteen (15) years of experience with the Ayer Police Department |

The Detective Stipend shall be six percent (6%) of the base of the top step Patrolmen.

When a Detective is called in, they shall make the rate of the day.

The School Resource Officer (SRO) shall receive a stipend that is five percent (5%) of their base pay.

The Town Manager, as the appointing authority, has the right to start a newly hired officer at any step. (See wage scale section of Attachment A)

ARTICLE 26: EDUCATION

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, specifically as follows:

Associates Degree	Bachelor's Degree	Master's Degree
FY 2019	FY 2019	FY 2019
3.35%	6.00%	7.00%
\$2,301.40	\$4,121.91	\$4,808.90
FY 2020	FY 2020	FY 2020
3.70%	7.00%	8.00%
\$2,592.68	\$4,905.08	\$5,605.80
FY 2021	FY 2021	FY 2021
4.00%	8.00%	9.00%
\$2,858.96	\$5,717.92	\$6,432.66

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.

Section B: Reimbursement. 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.

ARTICLE 27: MISCELLANEOUS

Section A: Copies of the General Orders, Special Orders and Personal Orders shall be supplied to the Association upon request and copies of such orders issued subsequent to the effective date of this agreement shall be supplied to them at time of issuance.

Section B: All parties of this agreement shall cooperate in the enforcement of safety rules and regulations. Complaints with respect to unsafe or unhealthy working conditions shall be brought to the attention of an employee's superior officer or the Chief of police or a committee formed to handle such matters.

Section C: The employees shall receive full pay for any compulsory training when off duty or attending a course he/she may attend by agreement with the Chief of Police. All departmentally sanctioned opportunities for general training shall be provided in a timely fashion. **Section D:** No officer shall be suspended for more than five (5) days or dismissed without a hearing before the Board of Selectmen. An Officer must make a request for a hearing to the Board of Selectmen in writing within twenty-four (24) hours after receiving notice of suspension in excess of five (5) days or of dismissal. The Chief of Police has the authority to suspend an officer up to five (5) days.

Section E: Dismissal pay will be at the discretion of the board of selectmen.

Section F: All newly hired officers will serve a one (1) year probationary period. In the case of an academy trained officer, probation will begin upon appointment. In the case of an officer who must attend the academy, probation will begin upon graduation date from academy. Any officer scheduled to attend a police academy must attend such academy by the second available class.

Exemptions to this requirement are:

- a. Officers injured while on duty prior to attending the academy class.
- b. Officers who become injured while in the academy, who are not able to continue by the MPTC.
- c. The Town's inability to send the officer to a police academy due to a serious shortage of manpower or other emergency situation.
- d. The inability of the MPTC to accommodate the officer in the academy class.

- e. If the Town opts to have the employee work prior to attending the Academy, the probation period shall start on the first day of work and be suspended while the officer is attending the Academy.

Section G: Any officer that accepts employment with the Town of Ayer shall, prior to beginning employment, enter into a written agreement to remain an officer on active duty for a period of at least one year subsequent to his/her graduation from the Police Academy. An officer who does not fulfill this commitment shall have agreed in writing to pay to the Town the cost of training received at the Police Academy, not to exceed five thousand dollars (\$5,000.), provided that the officer shall be released from such payment if his/her failure to serve out the year is due to disability, death, or if the officer's employment is terminated by the Town. The employer agrees to provide thirty (30) day notification in the event of lay off.

Section H: Anniversary date, defined as the officer's first day of actual work in the Ayer Police Department, shall govern all benefits in this agreement.

Section I: Officers shall be paid on a biweekly basis in a single paycheck. The payroll period will run Thursday to Wednesday.

Section J: Patrol Officers shall have a right of first refusal when being called in on a prisoner watch.

Section K: With the prior approval of the Police Chief, an Officer involved in a critical incident may request and be assigned by the Police Chief to attend the On Site Academy, or an equivalent. The assignment should take place during any period of Administrative Leave that results from the Officer's involvement in the Critical Incident. If the assignment does not coincide with an Administrative Leave, the Officer's assignment to the On Site Academy shall constitute his work assignment for the duration of the On Site Academy program. Attendance at the program shall be at no cost to the Officer.

Section L: Any officer holding EMT Certification, shall receive a Stipend in the amount of \$300.00 to be issued annually.

Section M: All current and future employees covered under the Agreement are required to have direct deposit for all of their pay.

Section N: Any officer serving as a Certified MPTC Instructor who teaches a qualifying Departmental Education training/course in the fiscal year as approved by the Chief shall receive a Stipend in the amount of \$150.00 to be issued annually.

Section O: 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.

ARTICLE 28: SAVINGS CLAUSE

Should any provision of this agreement be found in violation of any Federal or State Law, or by final decree of a court of competent jurisdiction, all other provisions of this agreement shall remain in full force and effect for the duration of this agreement. The Association and the Town shall meet as soon as practical for the purpose of renegotiating the provision(s) affected to ensure compliance with the law. Any renegotiations shall be limited in scope to the provision of this agreement found in violation of the law.

ARTICLE 29: PROMOTIONS

Section A: Any patrolman who has completed the one year of probationary period shall be eligible to take any promotional exam offered by the department.

PROMOTIONAL CRITERIA AS FOLLOWS:

1. Management assessment of past job performance.
2. Oral interviews by the police chief or board of Police Chiefs and the Board of Selectmen.
3. Job related aptitude tests.
4. Physical examination given by the Town Physician.
5. Any other criteria that may be required by the Board of Selectmen. Such criteria shall be agreed upon by the Selectmen and the Association in advance.
6. The final decision for promotional appointment shall rest with the Board of Selectmen.

Section B: Officers shall be required to have their weight within acceptable weight-height range which is now in effect for recruits.

The weight chart is based upon U.S. Military guidelines, It takes into effect the officer's age, body build and height. The standard also allows for additional weight outside recommended weight ranges if the officers can pass the, so called, "pinch test". If the officer fails to maintain the proper weight this shall be recorded on his/hers personal evaluation.

This shall be used as criteria for promotional consideration only.

ARTICLE 30: MANAGEMENT RIGHTS

Except to the extent that there is contained in this agreement an express and specific provision to the contrary, the town retains, whether exercised or not, all of the authority, power, rights, jurisdiction, and responsibility provided by the laws of the Commonwealth of Massachusetts to such town for the control, direction and management of the town and its workforce, including, but not limited to: the right to manage the affairs of the town and of the department and maintain and improve the efficiency of its operations; to determine the methods, means, processes and personnel by which operations are to be conducted; to determine and schedule hours of duty consistent with the statutes, ordinances and collective bargaining agreement of the town and the assignment of the bargaining unit employees to realize the efficient utilization of his / her service; to contract and sub-contract; to hire, promote, assign, and retain bargaining unit employees; and to promulgate and support rules and regulations pertaining to the operations of the police department and to the bargaining unit employees.

Nothing in this agreement shall limit the town in the exercise of its functions of management and in the direction and the supervision of the town business. This includes, but is not limited to the right to: add or eliminate departments; require and assign overtime; increase or decrease the number of jobs; change process; assign work and work to be performed; schedule shifts and hours to work and lunch or break periods; hire; suspend; demote, discipline or discharge; transfer or promote; layoff because of lack of work or other legitimate reason; establish operations; establish new jobs; abolish and change existing jobs; determine where, when, how, and by whom work will be done; except where any such rights are specifically modified or abridged by terms of this agreement.

Unless an express, specific provision to this agreement clearly provides otherwise, the town, acting through its Town Manager, Board of Selectmen, Chief of Police, or other appropriate officials as may be authorized to act on their behalf, retains all the rights and prerogatives it had prior to the signing of this agreement either by law, custom, practice, usage or precedent to manage and control the department. The selectmen may exercise

their rights under this section without said actions being subject to the grievance and arbitration clause of this contract.

ARTICLE 31: SUBSTANCE TESTING

Section A: 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: Serious Incidents and Accidents. An officer who is involved in a serious incident or accident as that term is defined in this section shall be required to undergo an examination immediately at the direction of the Chief or his/her designee of the accident. For the purposes of this section a serious incident or accident is defined as the duty related discharge of a firearm which directly results in the death or injury of another, the unplanned, unexpected and unintended discharge of a firearm or 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 \$4,500.00.

Section C: 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 and/or alcohol 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 D: 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 department. 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. Technicians performing the tests must be available for testifying regarding the test results, if required. Only a laboratory which has been properly licensed or certified by the state in which it is located to perform such tests will be used. 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. The employee to be tested will be interviewed to establish the use of any drugs and/or alcohol currently taken under medical supervision.

Section E: Impairment by Prescription Medicine. An employee shall notify the Chief when required to use prescription medicine which the employee has been informed may impair job performance. The employee shall advise the Chief of the known side effects of such medication and the prescribed period of use. The Chief shall document this information through the use of internal confidential memoranda maintained in a secure file. The employee may be temporarily reassigned to other duties, or prohibited from working, where appropriate, while using prescription medicine which may impair job performance or create unsafe working conditions. 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 F: An officer who has a finding of positive from the initial drugs and/or alcohol test and the split drugs and/or alcohol test shall be allowed to enter an alcohol or drugs and/or alcohol 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 officer involved. An officer 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 officer shall provide an assessment of his condition by a health care professional certified in the field of drugs and/or alcohol rehabiliatee to the Chief. The Boston Police Stress Unit may be utilized for the purpose. The officer shall participate in such program as recommended by the health care professional/stress unit and will authorize the release of information pertaining solely to the officer'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 drugs and/or screening for a period of eighteen (18) months. If such employee is again found to have used controlled substances, narcotics, hallucinogens or prescription drugs and/or alcohol and has not abided by Section E, or while on duty is under the influence of drugs and/or alcohol (a reading of BAC>.00) may be subject to discipline.

ARTICLE 32: DURATION OF AGREEMENT

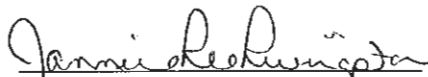
This agreement shall be in full force and effective from July 1, 2018 to June 30, 2021 and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration. Written notification shall be sent to the President of The Ayer Police Patrol Officers Association. Where no such cancellation or termination is served and parties desire to continue said agreement, but also desires to negotiate changes or revisions in this agreement, either party may serve upon the other a notice of at least sixty (60) days prior to June 30, 2018 or of any subsequent contract year, advising that such parties desire to revise or change terms or conditions of such agreement. This agreement shall remain in full force and effect until said proposals or revisions have been agreed upon.


ARTICLE 33: FUNDING OF CONTRACT


The funding of this contract is subject to the appropriation of Ayer Town Meeting.

SIGNED THIS 5th DAY OF JUNE 2018

For the Town of Ayer:


Jannice L. Livingston, Chair



Christopher R. Hillman, Vice-Chair


Scott A. Houde, Clerk

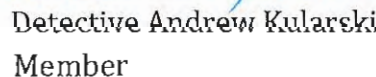
AYER BOARD OF SELECTMEN

For the APPOA Patrolmen:

 06/14/18
Dispatcher Christopher Herrstrom
President

 06/14/18
Patrolman David Lansing
Vice-President


Detective Kellie Barhight
Treasurer

 6/18/2018
Detective Andrew Kularski
Member

ATTACHMENT A (Wage Scale, Differential, Longevity)

Wage Scale

Wages	Step 1	Step 2	Step 3	Step 4
FY19	\$50,571.44	\$57,806.39	\$67,351.35	\$68,698.38
FY20	\$51,582.87	\$58,962.52	\$68,698.38	\$70,072.35
FY21	\$52,614.53	\$60,141.77	\$70,072.35	\$71,473.80

Compensation for all employees hired before 7/1/08 includes a \$49.75 per week wage adjustment effective 07/01/08 that shall “travel” with the bargaining unit member so long as the member remains employed by the Town of Ayer.

Differential

In addition to all other compensation due under this agreement, all officers who work a shift, scheduled as the 2nd shift of the work day (14:45 hours – 22:45 hours), shall be paid a shift differential to be four percent (4%) of the base of the top step Patrolmen.

In addition to all other compensation due under this agreement, all officers who work a shift, scheduled as the final shift of the work day (22:45 hours – 06:45 hours), shall be paid a shift differential of to be six percent (6%) of the base of the top step Patrolmen.

Longevity

In addition to their base salary, all officers shall receive longevity pay based upon their years of continuous service with the Ayer Police Department. For the purpose of this article, years of continuous service shall mean an officer’s employment from their anniversary date. Officers shall receive five hundred (\$500.00) dollars each year after five (5) years and an additional one hundred (\$100.00) dollars per year until reaching twenty (20) years of service. Longevity pay will be factored into the officer’s hourly rate on the first full pay period following the officer’s annual anniversary date.

ATTACHMENT B (Firearms Proficiency and License to Carry)

The parties agree that the following shall be issued by the Chief of Police as Department policy:

Firearms Proficiency: All bargaining unit members shall meet firearms proficiency and marksmanship standards that are consistent with the Municipal Police Training Committee (MPTC). Such standards shall be a condition of employment.

Officers who fail the firearms testing shall be given 8 hours of training and shall be supplied with ammunition for such training and re-test. If the Officer fails the second testing, he/she shall be placed on administrative leave without pay for sixty (60) days, at the end of which time he/she shall be re-tested for a final time. If the officer fails the third and final firearms proficiency testing, he shall be subject to discipline, up to and including dismissal.

License to Carry: All officers are required to have a current License to Carry (or a similar type of license to carry if residing in another state). The Ayer Police Chief shall issue a License to Carry to eligible officers, at no cost to the officers. Upon submittal of a receipt, the Police Department shall reimburse the LTC fee paid by officers who reside in other jurisdictions. This requirement shall be a condition of employment for all employees hired after January 1, 2007, and failure to meet this requirement shall be just cause under Article 27: Section D, of this agreement. If an officer fails to obtain a LTC, his/her LTC is expired, suspended, or revoked, then he/she will be placed on administrative leave without pay until he/she obtains a LTC, or for a maximum of 60 days. If at the end of this 60 day period, his/her administrative leave without pay will continue and he/she will be subject to discipline, up to and including dismissal.