

MEMORANDUM OF AGREEMENT

BETWEEN
THE TOWN OF AYER
AND
THE AYER POLICE PATROL OFFICERS ASSOCIATION (APPOA)
COMMUNICATIONS DIVISION

March 30, 2018

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

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

WHEREAS, the Town and Association, subject to ratification by the Ayer Board of Selectmen and the Association 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 Association 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, 2018 to June 30, 2021
 - b. Base Wages (Appendix A):
 - 2% base wage increase on July 1, 2018
 - 2% base wage increase on July 1, 2019
 - 2% base wage increase on July 1, 2020

- c. Amend Article 4 "Management Rights" by deleting and replacing with the following:

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 Administrator, 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.

- d. Amend article 8 "Grievance Procedure", Step 1 to read:

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 1 may be bypassed. If the matter is not resolved at this level, the grievant may, within fourteen (14) days, proceed to Step 2.

- e. Amend Article 10 "Seniority", Section 4 by striking the text and replacing with the following:

The Board of Selectmen, as the appointing authority, has the right to start a newly hired dispatcher at any step of the wage scale.

- f. Amend Article 12 "Hours of Work/Substitution" by striking Section 2.

- g. Amend Article 12 "Hours of Work/Substitution", Section 1 to read:
Section 1: There shall be three (3) distinct shifts. Employees 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. There will also be a Communications Supervisor working a five (5) and two (2) Day Shift schedule, Monday through Friday, and will receive 17 administrative days off to compensate for working this schedule.
- h. Amend Article 12 "Hours of Work/Substitution", Section 4A to read:
Each shall be subject to the approval of the Communications Supervisor.
- i. Amend Article 12 "Hours of Work/Substitution", by adding NEW Section 6 to read:
Shift Bidding — Shifts in the communications 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 10, subject to the Chief's right to limit the number of relatively inexperienced dispatchers 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:

1. A dispatcher has specific training that is more compatible with a certain shift
2. A dispatcher who is not meeting specific work expectations or assignments may be moved from their preferred shift. Such a reassignment shall not take place until the dispatcher has been counseled on his/her performance issues and given an opportunity to correct them. A dispatcher 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. A dispatcher reassigned hereunder shall be replaced by a junior dispatcher on the shift he/she is reassigned to, unless otherwise agreed to by the Association and the Chief.
3. A dispatcher, as part of a disciplinary proceeding, may be reassigned to a different shift. Such dispatcher shall be allowed to bid for a different shift based on the terms of the discipline. A dispatcher reassigned hereunder shall be replaced by the junior dispatcher on the shift he/she 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 a dispatcher, ordinarily the junior dispatcher, unless the Chief specifies a bona fide operational reason to assign another dispatcher. Nothing herein shall preclude the Association and the Chief to agreeing to a different process to fill such vacancies.

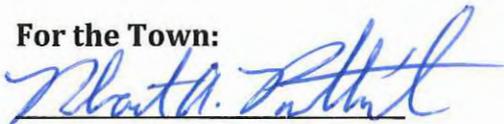
This article does not apply to the selection of the employees for any special assignments, which shall remain at the discretion of the Chief. In all other cases the Chiefs approval shall not be unreasonably denied.

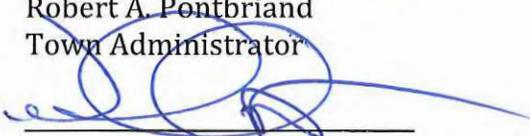
1. Amend Article 12 "Hours of Work/Substitution", by adding NEW Section 7 to read:
When working a 16 hour shift a dispatcher will be permitted 30 minutes of exercise time as long as they remain available to the operational needs of the department
2. Amend Article 13 "Overtime", Section 2, to read:
All overtime and extra shifts needed to cover a forty-two (42) shifts per week, fifty-two (52) weeks per year, shall be offered to fulltime, then per-diem dispatchers on the basis of a rotation list kept for that purpose. Said list shall be posted and overtime distributed as equitably as possible. Records shall be kept of overtime worked.
3. Amend Article 13 "Overtime" by striking Section 3.
4. Amend Article 13 "Overtime", Section 4, to read:
Full time employees will be paid a minimum of four (4) hours regular time or a minimum of four (4) hours at time and one half (for hours worked in excess of the time worked, as described in Section 1 for all assignments)
5. Amend Article 17 "Leave Time", Section 1 by deleting the 2nd and 3rd sentence.
6. Amend Article 17 "Leave Time", Section 2 by:
1) Deleting \$5,000 and replacing with \$7,000 and by 2) adding the following sentence at the end of the paragraph:
In the event a dispatcher dies after twenty years of service, but before retirement, this benefit shall be paid to the estate of the person(s) to whom the salary is payable.
7. Amend Article 17 "Leave Time", Section 3 by striking three (3) in the first line and replacing with five (5)
8. Amend Article 17 "Leave Time", Section 4 by striking "officer" and replacing with "dispatcher" in the 3rd sentence.
9. Amend Article 17 "Leave Time", Section 7 by adding the following sentence:
In the event of the death of a spouse or child the dispatcher shall be granted five (5) days of bereavement leave.
10. Amend Article 22 "Employee Definitions & Part-Time Employee Benefits" by
1) striking "Lead Dispatcher" and replacing with "Communications Supervisor" 2) deleting the "Duties and Responsibilities" section.

11. Amend Appendix A "EMT Stipend" adding the following sentence:
Dispatchers will be paid for one (1) day while attending EMT Certification
12. Amend Appendix A "EMT Stipend" by adding the following section:
CPR Instructor Stipend
A stipend in the amount of \$150 shall be issued annually to any dispatcher holding CPR Instructor Certification and teaches a CPR certification class
13. Amend Appendix A "Education Stipend" by 1) striking \$1,500 and replacing with \$1,700; by striking \$2,500 and replacing with \$3,000; and by striking \$3,000 and replacing with \$3,500 and 2) by adding the following: "Education stipend shall be paid over 26 pay periods"
14. Amend Appendix A "Wages" by adding the following:
Dispatchers assigned to training new dispatchers shall be compensated with 1 comp day for each trainee they train per year.
15. Amend Appendix A "Wages" by adding the following by inserting a 4 Step Grid for the Communications Supervisor with the bottom step at 10% above top step and 4.8% between steps thereafter.
16. Nullify the side agreement of July 31, 2012: Disposition of Unused Administrative Time
17. Replace all references to "Union" throughout contract with "association"

The Parties mutually agree to the terms of this Memorandum of Agreement on March 30, 2018.

For the Town:

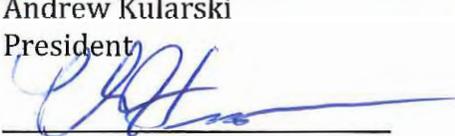

 Robert A. Pontbriand
 Town Administrator

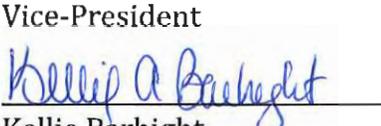

 Chief William A. Murray


 Lieutenant Brian Gill

For the Association:

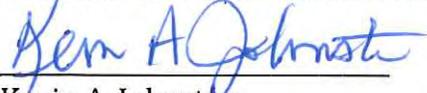

 Andrew Kularski
 President


 Christopher Herrstrom
 Vice-President


 Kellie Barhight
 Treasurer



Carly M. Antonellis
Assistant to the Town Administrator



Kevin A. Johnston
Benefits and Payroll Manager