

**AGREEMENT BETWEEN**

**THE TOWN OF AYER  
MASSACHUSETTS**

**AND**

**AYER POLICE SUPERIOR OFFICERS, NEPBA, LOCAL 32**

**JULY 1, 2022 THROUGH JUNE 30, 2025**

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This Agreement, entered into by and between the Town of Ayer, Massachusetts, hereinafter referred to as the Town, and the New England Benevolent Police Association, Ayer Superior Police Officer, hereinafter referred to as the Union, 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**

Pursuant to vote of the Ayer Superior Police Officers of the Town of Ayer, Massachusetts, the Town hereby recognizes the Union, NEBPA, 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 Sergeants of the Ayer Police Department.

## **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 Employer and the Union agree that there shall be no discrimination against any employee because of race, creed, disability, religion, color, sex, national origin, ancestry, age, genetic information, marital status, military service, gender identity and sexual orientation.

## **ARTICLE 4: COPIES OF AGREEMENT**

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

## **ARTICLE 5: UNION DUES**

**Section A** - The Union dues of each employee covered by this Agreement shall, for the duration of this Agreement, be deducted each bi-weekly payroll by the employer from the wages of each full-time employee who has signed an authorization of a form provided by the Union for the deduction of such Union Dues, and is presented to the Benefits and Payroll Manager of the Town. The Town shall transmit such Union dues to the New England Benevolent Police Association, Inc., 227 Chelmsford St., Chelmsford, MA 01824 each month together with an alphabetical list of names of employees from whose wages such deductions have been made.

**Section B** - The employer will incur no liability for the loss of dues monies after either depositing same properly addressed to the Union and sent either certified or registered mail, or by delivery of dues money to an authorized representative of the Union. The Union 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 Union 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 Union for the posting of notices concerning Union business and activity. The Town also agrees to provide suitable space in the Police Station for Union 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 man 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 or civil case 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 ½ ) his/her hourly rate of pay, with a minimum of four (4) hours being paid per appearance. Appearances on criminal or civil cases must be approved by the Police Chief prior to such appearance.

## **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; President's Day; Martin Luther King Day; Patriot's Day; Memorial Day; Juneteenth Independence 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 2245 the day prior to the holiday and ending at 2245 on the day of the holiday.

**Section D** - Work schedules will not be changed to avoid paying Holiday pay.

**Section E** - Part-time or volunteer police shall not be used in place of the members of the unit to avoid paying Holiday pay and shall be used on Holidays to fill a vacancy caused by the absence of member of the unit by his/her own choice.

## **ARTICLE 9:       BEREAVEMENT**

In the event of death in the family of an employee, he/she will be granted leave as follows:

<b>5 Days</b>	<b>3 Days</b>
spouse, child, grandchild	parents; mother-in-law; father-in-law; brother; sister; nephew; niece; grandparents; aunt, uncle, brother-in-law; sister-in-law

Such leave does not include 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.

## **ARTICLE 10:     SUBSTITUTION**

Interchange or swap tours of duty among supervisors, shall be permitted between employees of supervisory rank only, 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 hour's notice to the Police Chief. However the Chief may waive this notice requirement and any or all parts of this provision.
- D. Neither the Department or 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 allowance for the fulltime officers in the Union for uniform clothing shall be \$1,400 annually on July 1.

**Section B** - Any change in style or color of uniform or attire or any change of equipment accouterments ordered by the Town or the Chief of Police shall be paid by the Town in addition to the clothing allowance.

**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 Union shall be supplied by the Town at no charge to the employee. For the purpose of this section, equipment includes:

1- Flashlight & Batteries  
1- Weapon & Holster  
1- Gun Belt  
1- Baton & Holder

1- Soft Body Armor  
1- Handcuff & Case  
1- Mace & Holder  
\*2 - Badges

\*1- Hat Badge  
\*1- Collar Brass  
\*1- Tie Clip

\*Indicates Gold Coloring

**Section E** - The uniform allowance shall be in control of the employee and used at his/her discretion. Up to \$350.00 of said allowance may be paid to the officer to reimburse for dry cleaning and up to \$350.00 can be used for training ammunition for Department caliber weapons purchased through the Department. The remainder of 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 investigator.

**Section F** - All police equipment and clothing issued or purchased by the Town are Town property. Upon termination, retirement or resignation all equipment, including items purchased through the officer's clothing allowance within the last twelve month period, shall be returned to the Town.

**Section G** - All members of the bargaining unit shall be supplied with soft body armor at the expense of the Town. Each member of the bargaining unit shall have his/her soft body armor replaced with soft body armor of equal or greater standards, to include load bearing carrier after five (5) years from the date of issue. The costs of this replacement shall be at the sole expense of the Town. Soft body armor damaged in the course of an officer's duties will be replaced at the sole expense of the Town with soft body armor of equal or greater standards. All members of the bargaining unit will be required to wear soft body armor when on patrol duties and/or ordered to do so by a supervisor. Exceptions to the required wearing of soft body armor shall be by permission of the Chief of Police or his designee on a per incident basis.

**Section H** - The Police Department will issue members their Firearms License without cost if the member so wishes or to reimburse the cost of the licensing if done through the department of his residence.

## **ARTICLE 12: TEMPORARY SERVICE OUT OF RANK**

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 Town Manager, on the recommendation of the Chief of Police.

## **ARTICLE 13: PRIVATE DETAILS**

**Section A** - All private details shall be distributed to the members of the bargaining unit on a fair and equitable basis and the roster will be posed and kept up to date. IN the event of a violation of this section, the Town shall not be held liable for any monetary reimbursement to the officer. The Chief shall take appropriate action against the officer who caused the violation, in order to prevent a violation for occurring again.

**Section B** - The Deputy Chief and part-time reserve officers will not be used for private details unless and until all full-time members of the unit have had an opportunity to accept or reject

assignments. If details become available, the Deputy Chief will be offered the detail before a part-time reserve officer.

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

1. Private Details: 1.55 times the rate of a top step sergeant
2. Town Details: 1.5 times the rate of a top step sergeant
3. Strike Details: 2 times the above private detail rate

When a superior officer is assigned to any of the above listed details with one (1) or more Officers, he shall be determined to be the officer in charge and shall receive two dollar (\$2.00) per hour more than the rate otherwise provided for the detail. If two (2) or more superior officers are assigned to any of the above listed details with one (1) or more officers, only the senior superior officer shall receive the additional two dollar (\$2.00) per hour. In the event a detail has only one superior officer assigned to it there shall be no additional compensation.

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 private or Town details shall be paid an additional four (4) 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 or 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 an additional four (4) hour increment and in 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 July 4<sup>th</sup>, Thanksgiving, Christmas, and New Year's Day.

Compensation for all strike details shall be at the strike detail rate, with a minimum of four (4) hours being paid per detail. After the fourth hour officers shall be compensated in two (2) hour



increments. Officers shall be compensated at time and one half (1 ½ ) the strike detail rate for all hours worked over eight (8) hours. Officers working strike details on Sunday and Holidays will be paid at time and one half (1 ½ ) the strike detail rate, with a minimum of four (4) hours being paid per detail. Similarly, officers shall be compensated at the time and one half (1 ½ ) of the set rate for all hour worked over eight (8) hour son Sundays and Holidays. The Chief shall decide what is a strike detail.

**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 and that the Union shall determine if such detail qualifies as a charitable organization. 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 A of this Article.

**Section L** - 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 the 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 ½ ) times their hourly rate for all hours worked over forty (40) in any given week. Sick time is not counted as hours worked for the purpose of this provision.

**Section B** - Extra shifts shall be offered to members of the bargaining unit as long as they are available.

**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 called back to duty within twenty-four (24) hours of his/her shift will be paid a minimum of four (4) hours at one and one half (1 ½ ) time for all hours worked in excess of forty (40) hours within one (1) week.

Any officer who is ordered in, to cover work schedules, prisoner watches, etc. shall be paid at the overtime rate regardless of any sick/family time usage in that pay period.

Overtime shall be paid in 4 hour minimum blocks.

**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 rate of one and one half (1 ½ ) hours for each hour of overtime actually worked.

**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/her sole discretion, to pay an officer for time that he/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.

**Section J** - Compensatory time shall be taken in fifteen (15) minute increments.

**Section K** - If an officer is separated from employment due to resignation or retirement he/she will be paid for any accrued but unused compensatory time at his/her current rate of pay.

## **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 Union 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. If the grievance involves the Deputy Chief then Step One may be bypassed. Any disposition of a grievance at this level must be put in writing and must be approved by the Chief. If the matter is not resolved at this level, the grievant may, within ten (10) days of receipt of the written Step 1 decision, 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 no later than ten (10) days after the receipt of the grievance by the Chief. The decision of the Chief shall be confirmed in writing no later than ten (10) days after the close of the

grievance meeting. If the matter is not resolved at this level the grievant may, within ten (10) 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 Chief's decision must be included. A meeting to discuss this grievance shall be held promptly, but not later than ten (10) 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 ten (10) days after the close of the grievance meeting. If the matter is not resolved at this level the grievant may, within ten (10) days of the written Step 3 decision, proceed to Step 4.

### **STEP 4:**

If the matter is not resolved at this level then either the Union or the Town may, within twenty-one (21) days of the written Step 3 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 born equally by the parties.

## **ARTICLE 16: OFFICERS AND REPRESENTATIVES**

**Section A** - The employer agrees to recognize the duly elected officers and representative of the Union.

**Section B** - The officers and representatives of the Union 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 Union business while off duty he/she is not eligible for compensation.

**Section C** - The officers and representatives of the Union shall be granted time off without loss of pay to attend seminars to improve management employee relations. 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: | Ten (10) days         |
| 2. | After five (5) years continuous service:              | Fifteen (15) days     |
| 3. | After ten (10) years continuous service:              | Twenty (20) days      |
| 4. | Starting at fifteen (15) years of continuous service: | Twenty-five (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 1<sup>st</sup> and September 15<sup>th</sup>, is 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. Every care will be taken to avoid this occurrence, but in the event the officer's appearance is necessary, he/she must do so.

**Section E** - All requests for one week or more consecutive days of vacation will be submitted in writing to the Chief of Police at least two (2) weeks in advance of the dates requested. A request for vacation that is less than one week must be submitted to the Chief in writing at least eight (8) hours in advance of the day(s) requested. In the event two (2) persons request the same dates, seniority, or time on the job will positively prevail with regard to granting these dates. If two (2) employees assigned to the same shift request vacation at the same period, the Chief may grant the leave if it does not cause overtime 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 Town Manager 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 as the officer's first day of work with the Ayer Police Department.

**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: INSURANCE**

The employee may select (at his/her discretion) from any of the comprehensive health insurance coverage offered by the employer. The employer agrees to contribute 75% towards the premium costs of the Town's health insurance plans. 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 union agree to re-open the contract for the sole purpose of discussing the health insurance offerings.

The Employers shall provide a basic group life insurance policy for any member of this Union, seventy-five (75%) paid by the employer; twenty-five (25%) by the employee. The basic group life insurance policy shall be the same as provided for all benefits eligible employees of the Town.

**Section B** – The Town agrees to furnish, at its expense, professional liability insurance to the members with liability limits of one million per occurrence/three million general aggregate.

**Section C** – As sworn police officers, members shall be entitled to injured-on-duty benefits as provided in MGL c. 41, sec. 111F.

## **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 bloodwork.

## **ARTICLE 20: SENIORITY**

**Section A** - Seniority, for the purpose of this agreement, shall be defined as an officer's length of continuous services as a full-time regular police officer in the Ayer Police Department. It shall also be determined by date of appointment to rank.

**Section B** - In the event it becomes necessary to lay off a supervisory officer, they shall be laid off in the inverse order of their seniority in rank. Furthermore, the laid off supervisor shall revert back to the next lowest rank maintaining the seniority he/she would have had in that rank.

**Section C** - Supervisory personnel shall be recalled from lay off status according to their seniority in rank. No new supervisor 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:

1. Quits employment.
2. Is discharged.
3. Is absent for three (3) consecutive working days without notifying his/her immediate supervisor. Exception may be made only with the consent of the Chief of Police. After such absence, the Chief will send written notification to the employee at the employee's last known address that the employee's seniority has been lost, and employment has been terminated.
4. Fails to return to work when recalled from layoff and fails to notify the Chief or his/her designee of an intention to return within five (5) days of notice of recall, or fails to return to work within seven (7) days. Exceptions shall be made only with the consent of the Chief.

5. Is laid off for a period in excess of one (1) year.
6. Retires.

## **ARTICLE 21: HOURS OF WORK**

**Section A** - There shall be three (3) distinct shifts. Employees of the department will work five (5), eight (8) hour shifts with two consecutive days off on the same shift within a schedule determined by the Chief of Police.

**Shifts:** 06:45 to 14:45; 14:45 to 22:45; 22:45 to 06:45

**Section B** - The Police Chief may vary the shift schedule 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 schedule without giving the Union the opportunity to discuss the matter. Any intended permanent changes shall be consistent with all other section 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/her reserve weekend duty for that month. The Chief of Police can approve or deny same without reason.

**Section D** - Shifts in the uniform division shall be bid every year, no later than May 1<sup>st</sup>, with the assignment posted no later than June 1<sup>st</sup>, to take effect July 1<sup>st</sup>. Preference shall be given on the basis of seniority as defined in Article 20, subject to the Chief's 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 Union and the members affected.

When a new promotion is made at the superior officer level, the Chief can override shift bidding for the two (2) least junior officers for a period from six (6) months to one (1) year. If in the determination of the Chief additional time is needed to acclimate the last promoted superior officer to his/her position, the Chief can add up to an additional three (3) months to this timeline. The Chief will notify all superior officers two (2) weeks prior to the end of this timeline in order that all superior officers will be allowed to bid permanent shifts by seniority for the remainder of the fiscal year.

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

- a. 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 expectation or assignments may be moved from his/her 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 union 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 Union 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 operation reason to assign another officer. Nothing herein shall preclude the union 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 Chief's approval shall not be unreasonably denied.

**Section E:** The Police Superior Officers shall have the first right of refusal on prisoner watch.

**Section F:** The Union on either July 1, 2022 or July 1, 2023 may switch to option 2 – 4/2 schedule – until June 30 of the following year, but must notify the Chief in writing by April 1 of the following year their desired option to be permanently implemented on July 1<sup>st</sup>.

## **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: spouse; children and any other person living in the officer's household who has been living there for more than one year.

**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 employee's unused accumulated sick leave, not to exceed \$7,500.00.

**Section D** - An employee shall receive 100% 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.

**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 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 benefitted by this agreement that has exhausted his/her sick leave and who is a member of the Voluntary Sick Leave Bank pursuant to Paragraph 2 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 Union, 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 fifteen (15) days. The total grant of Voluntary Sick Leave Bank days shall not exceed fifty (50) days 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 fifteen (15) 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 LEAVE 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 Union 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 Police Chief.

**Section B** - An officer shall be granted three (3) days off with pay for a birth to spouse of such officer. Also, female officers shall be eligible for maternity leave in accordance with M.G.L. 149, Section 105D.

**Section C** - Effective January 1, 2017, employees shall earn (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 – Mar 31st, April 1st – Jun 30th. The employee may use such leave for any purpose, subject to the advance approval for his/her absence. 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. Notice shall be reasonable under the circumstance and shall be approved by the Chief or designate. Personal leave shall be determined in accordance with an officer's anniversary date, defined as the officer's first day or work with the Ayer Police Department.

**Section E** - On July first of each fiscal year each member of the Superior Officers Union shall be granted seventeen (17) administrative leave days. Employees may use administrative leave days to take days off with pay at the discretion of the Chief. Superior Officers may carry over up to ten (10) administrative days to the following year. These carry over administrative days must be used within the first six (6) months of the subsequent year.

## **ARTICLE 24: UNION ACTIVITY PROTECTED**

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

## **ARTICLE 25: WAGES**

**Section A** - The Town Manager, as the appointing authority, has the right to start a newly promoted officer at any step in Section B.

**Section B** – Wage Table See [Appendix A](#)

Step 1 Sergeant: Date of appointment to sergeant through one year minus one day of continuous service in rank.

Step 2 Sergeant: One year through two years minus one day of continuous service in rank.

Step 3 Sergeant: Two years through three years minus one day of continuous service in rank.

Step 4 Sergeant: A Sergeant who has completed three years of continuous service in rank.

**Section C** - In addition to all other compensation due under this agreement, all officers who work the 1445 to 2245 (evenings) shall be paid a shift differential of 5.00% of the Superior Top Step Base or the 2245 to 0645 (midnight) shifts shall be paid a shift differential of 7.00% of the Superior Top Step Base.

Wages shall be paid bi-weekly in a single paycheck by direct deposit. The parties agree that the payroll period shall run from Thursday through Wednesday.

**Section D** - Any officer serving as a Certified MPTC Instructor who teaches any qualifying Departmental Education training/course in the fiscal year as approved by the Chief shall receive an annual stipend in the amount of \$200.

**Section E** - Upon voluntary separation from the department, all monies not specified in other portions of the contract specifically: longevity, administrative leave days and earned stipends, shall be paid at the time of separation.

**Section F** – Because of the supervisory nature of the position of Sergeant and the need to ensure ongoing compliance with accreditation standards, each member will receive 3% of their base salary annually upon the agency achieving accreditation. This shall be paid bi-weekly in 26 installments.

## **ARTICLE 26: COUNTY RETIREMENT**

The members shall be a member of the Middlesex County Retirement System with the appropriate percentage withheld from their salary and with appropriate payments made to the system by the TOWN and shall receive the benefits provided by that system in accordance with applicable law.

## **ARTICLE 27: 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. Upon completion of twenty (20) years of service, officers shall receive an additional two hundred and fifty (\$250.00) dollars per year thereafter. Longevity pay will be paid as a part of hourly wages.

Longevity shall be capped at \$3,250 at 25 years of service for employees hired/promoted after July 1, 2016.

Longevity Pay Schedule See [Appendix B](#)

## **ARTICLE 28: EDUCATION**

**Section A** - Employees shall receive additional compensation for:

Associates Degree: 6% of Top Step Sergeant  
Bachelor's Degree: 10% of Top Step Sergeant  
Master's Degree: 14% of Top Step Sergeant

This shall be paid bi-weekly.

**Section B** - In order to qualify for said additional compensation, the college the employee has attended must, for the purposes of this article, be accredited by the appropriate A.C. crediting association.

Every fiscal year an education reimbursement account will be created, totaling \$9,000.

Reimbursement will be dispersed to the members from the education reimbursement account, by dividing the total number of members seeking reimbursement into \$9,000. All members seeking reimbursement must submit their request in May and all reimbursement will be made before July 1<sup>st</sup>.

In the event that the Town accepts M.G.L. Chapter 41, SEC 108L, the inventive pay program also known as the Quinn Bill, the contract will be reopened for wage negotiations.

## **ARTICLE 29: MISCELLANEOUS**

**Section A** - Copies of the General Orders, Special Orders and Personal Orders shall be supplied to the Union 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 school or course he/she may attend by agreement with the Chief of Police. Upon receipt of notice of training opportunities the Department shall post said notice as soon as is practicable.

**Section D** - Dismissal pay will be at the discretion of the Town Manager.

**Section E** - The Town of Ayer requires all newly hired, or promoted supervisory officers to attend and successfully complete the New England Institute of Law Enforcement Management – Command Training Program, or other equivalent program which shall be selected by the Chief of Police. Any officer scheduled to attend command school must attend such training by the second available class. Exemptions to this requirement are:

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

**Section F** - Any officer that fails to meet the requirement of Section E within the specified time frame will be reduced in rank. Demotion for failure to comply with Section E is neither grievable nor arbitrable.

**Section G** - Any person that accepts appointment to a supervisory rank in the Ayer Police Department shall, prior to beginning employment as a supervisor, enter into a written agreement to remain an officer on active duty for a period of at least one year subsequent to his/her completion of command training. A supervisor who does not fulfill this commitment shall have agreed in writing to pay to the Town the cost of training received at the Babson Command School, or equivalent command training center, not to exceed five thousand dollars (\$5,000.00), provided that the officer shall be released from such payment if his/her failure to serve out the years 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** - All newly hired, or promoted supervisory officers, will serve a one (1) year probationary period. Probation will begin upon appointment to a supervisory rank.

**Section I** - 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** - The Chief may implement the use of Narcan by all members without reopening the contract for the purposes of impact bargaining. The Narcan Policy shall be developed with Union participation.

**Section K** - The Chief may implement the use of Body-Worn Cameras by all members without reopening the contract for the purposes of impact bargaining. The Body-Worn Cameras Policy shall be developed with Union participation.

## **ARTICLE 30: 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 Union 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 31: PROMOTIONS**

**Section A** - All officers that attain supervisory rank and complete command training are eligible to take additional promotional exams.

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 Town Manager.
3. Job related aptitude tests.
4. Physical examination given by the Town Physician.
5. Any other criteria that may be required by the Town Manager. Such criteria shall be agreed upon by the Town Manager and the Union in advance.
6. The final decision for promotional appointment shall rest with the Town Manager, upon recommendation of the Police Chief.

## **ARTICLE 32: SEPARATION OF SERVICE**

Upon voluntary separation of employment or retirement from the Town of Ayer or upon the death of an employee covered under this agreement, all employee earnings shall be paid to the employee or his/her estate including the following:

- Any accrued and unused Compensatory Time at his/her overtime rate of pay.
- Any unused Vacation Time at his/her current rate of pay.
- For employees with at least 20 years of service with the Ayer Police Department, the Town agrees to buy back one half of the employee's unused accrued Sick Time up to a value of \$7,500.

- Any unused Administrative Days at his/her current rate of pay.
- Any Longevity Pay and Stipends due to the employee in accordance with this agreement shall be paid on a pro-rated basis through the date of separation.

### **ARTICLE 33: 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 or management and in the direction and 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, Select Board, 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 Select Board may exercise their rights under this section without said actions being subject to the grievance and arbitration clause of this contract.

### **ARTICLE 34: DISCIPLINARY ACTION**

**Section A** - No employee shall be discharged, demoted, suspended, or disciplined in any way except for just cause. An employee subject to such adverse personnel actions shall be afforded the opportunity to appear before the Select Board, and be heard concerning such action.

**Section B** - If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

**Section C** - Disciplinary actions or measures shall include only the following:

Oral Reprimand  
Written Reprimand



1 to 4 days Suspension  
5 + days Suspension Discharge

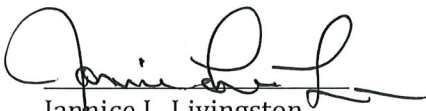
**ARTICLE 35: MASSACHUSETTS PEACE OFFICER STANDARDS AND  
TRAINING (POST) COMMISSION OFFICER  
CERTIFICATION**

In accordance with Massachusetts General Law c.6E, sec. 4(g), only members certified by the POST Commission can be appointed or employed by an agency as a Police Officer. Any member that is decertified, by final determination of the POST Commission, will have their employment with the Town immediately terminated.

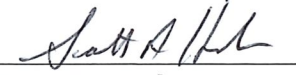
**ARTICLE 36: DURATION OF AGREEMENT**

This agreement shall be in full force and effective from July 1, 2022, to June 30, 2025 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 Superior Officer's Union. Where no such cancellation or termination is served and parties desire to continue said agreement, but also desire to negotiate changes or revision in this agreement, either prior to June 30, 2019 or any subsequent contract year, advising that such desire to revise or change terms or conditions of such agreement. This agreement shall remain in full force and effect until said proposals or revision has been agreed upon.

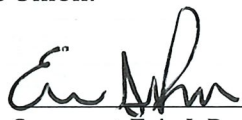
For the Town:


  
Jannice L. Livingston  
Chair

  
Shaun C. Copeland  
Vice-Chair

  
Scott A. Houde  
Clerk

For the Union:

  
Sergeant Eric J. Pearson  
President

  
Sergeant John P. MacDonald  
Treasurer

Date: \_\_\_\_\_

Date: 6/27/23

## Appendix A – Wage Scale

<b>Base Pay Scale FY 2023- FY 2025</b>	
<b>Police Superior's Union - NEPBA</b>	
<b>FY 2023 (Base Year)</b>	
<b>Step 1</b>	\$81,797.44
<b>Step 2</b>	\$83,284.67
<b>Step 3</b>	\$85,515.51
<b>Step 4</b>	\$90,943.15
<b>FY 2024(+2% over FY 2023)</b>	
<b>Step 1</b>	\$83,433.39
<b>Step 2</b>	\$84,950.36
<b>Step 3</b>	\$87,255.82
<b>Step 4</b>	\$92,762.01
<b>FY 2025 (+2% over FY 2024)</b>	
<b>Step 1</b>	\$85,102.06
<b>Step 2</b>	\$86,649.37
<b>Step 3</b>	\$88,970.34
<b>Step 4</b>	\$94,617.25



## Appendix B- Longevity Pay Schedule

Longevity Pay Schedule		
Police Superior's Union - NEPBA		
Continuous Years of Service	Longevity Payment Increment	Longevity Payment Amount
After 5 years	\$500	\$500
6	\$100	\$600
7	\$100	\$700
8	\$100	\$800
9	\$100	\$900
10	\$100	\$1,000
11	\$100	\$1,100
12	\$100	\$1,200
13	\$100	\$1,300
14	\$100	\$1,400
15	\$100	\$1,500
16	\$100	\$1,600
17	\$100	\$1,700
18	\$100	\$1,800
19	\$100	\$1,900
20	\$100	\$2,000
21	\$250	\$2,250
22	\$250	\$2,500
23	\$250	\$2,750
24	\$250	\$3,000
25	\$250	\$3,250

## **Appendix C – 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 and failure to meet this requirement shall be just cause under Article 33 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.