

**MEMORANDUM OF AGREEMENT BETWEEN**

**THE TOWN OF AYER**

**AND**

**THE APPOA – COMMUNICATIONS DIVISION**

**April 6, 2021**

**CONTRACT MOA**

**(July 1, 2021 to June 30, 2024)**

WHEREAS, the Town of Ayer (TOWN) and the APPOA – Communications Division (UNION) have in place a Collective Bargaining Agreements; and

WHEREAS, the TOWN and UNION agreed to negotiate a successor collective bargaining agreement to the current collective bargaining agreement which expires on June 30, 2021; and

WHEREAS, the TOWN and UNION have negotiated in good faith and reached an agreement on April 6, 2021 to keep the terms of the existing collective bargaining agreement in place and amend only the following mutually agreed to terms for the successor collective bargaining agreement as follows:

1. Amend Article 8, “Grievance Procedure” by removing current text and replacing with following:

“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 fourteen (14) business 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 fourteen (14) business 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) business days after the close of the grievance meeting. If the matter is not resolved at this level the grievant may, within fourteen (14) business 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 fourteen (14) business 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) business days after the close of the grievance meeting. If the matter is not resolved at this level the grievant may, within fourteen (14) business 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."

2. Amend Article 12, "Hours of Work/Substitution" Section 4, Line 1 to read:  
"interchange or swaps may be permitted between Employees within the department provided."
3. Amend Article 13, "Overtime":

Section 1 to remove "paid sick days taken during the week do not count towards the 40-hour work week" and replace with "Any communicator who is ordered in shall be paid at the overtime rate regardless of any sick time usage in that pay period."

Section 3 to add to the end "Call back time does not include time worked immediately before or after a shift."

4. Amend Article 15, "Vacation":

By removing this Article in its entirety and replacing with:

Section 1: Vacations with pay shall be granted to all employees as follows:

Nine (9) months to five (5) years continuous service	10 days
After five (5) years continuous service	15 days
Ten (10) years to 15 years continuous service	20 days
After 15 years of continuous service	25 days

Section 2: 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 3: 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 4: 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 5: 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 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 6: Vacation time\* shall be determined in accordance with a Communicator's anniversary date (defined in Article 10: Seniority, Section 1). \*See #11 of this MOA.

Section 7: Communicators shall be granted the ability to carry an amount of time equal to what they accrue in a year to the following year.

5. Amend Article 16, "Wages and Special Allowances"

Section 2, Longevity by increasing the Longevity cap to \$1,300 and by rolling longevity into the base pay of Communicators.

Section 2, Clothing to add "authorized business-appropriate trousers, skirts or shorts" to the end of Item 2 and to add a new number 5. "Belt".

Section 2, Clothing to amend the Clothing Allowance as follows: FY 2022: \$400; FY 2023: \$450; FY 2024: \$500 and amend the pro ration rate to reflect these increases.

6. Amend Article 17, "Leave Time":

Section 1 to read that each Communicator may accumulate up to 160 days of sick leave.

Section 7, Bereavement to read "or any person who has lived in a Communicators' household, without a break for a period of more than one year. (A signed certification will be required for the last category)

Section 9 to add the following:

2. 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 Any person who dies under other than dishonorable circumstances while serving in the Armed Forces of the United States in a time of war or insurrection.

3. Inoculations required by municipal employer.

4. Medical examinations for retirement purposes.

5. Attendance at educational programs required or authorized by the Town of Ayer or the Chief of Police

7. Amend Article 19, "Insurance", Section 2 to replace current text with: "The Employer shall provide basic life insurance protection for any member of the Association that is equal to the basic life insurance protection provided to all other Town Employees (Union and Non-Union.)"

8. Amend Article 22, "Employee Definitions & Part-Time Employee Benefits",

Add authorized business-appropriate trousers, skirts or shorts" to the end of Item 2 and to add a new number 4. "Belt".

Clothing by striking \$150 and replacing with \$200.

9. The TOWN and UNION mutually agree to remove all references to "Per Diem Dispatcher/Communicator" in the Contract; and the TOWN and UNION mutually agree that the position of "Per Diem Dispatcher/Communicator" will be governed by the appropriate SOP as issued by the Chief of Police in consultation with the Communications Supervisor.

The TOWN and UNION mutually agree to clean-up the language of the Contract replacing Dispatcher with Communicator; Town Administrator with Town Manager; Board of Selectmen with Select Board, etc.

10. The TOWN and UNION mutually agree to execute a Contract Side Letter for the purposes of studying the issue(s) of whether or not the position of Communications Supervisor is a Union or Non-Union position with a deadline of no later than February 1, 2022 for the completion of the study and further in the event of a mutually agreeable study recommendation to implement that recommendation by July 1, 2022."

11. The TOWN and UNION mutually agree that the accrual date for Employee benefits ( Vacation Article 15 Section 1 2<sup>nd</sup> sentence, Personal Time Article 17 Section 6) shall be changed from July 1 to the Employee's respective Anniversary date. This change will go into effect on July 1, 2022. The TOWN and UNION further agree that all Employees will be properly prorated and made whole (i.e. not lose any accrued benefits as a result of this change).

12. The TOWN and UNION mutually agree to amend Appendix A "Wages"

to reflect a base wage increase for each year of the contract as follows: FY 2022: 2%; FY 2023: 2%; FY 2024: 2%

to increase the Emergency Medical Dispatch (EMD) Stipend as follows: FY 2022: 16.66%; FY 2023: 18.32%; FY 2024: 20%

to increase the EMT Stiped to \$350.

to increase the CPR Instructor Stipend to \$200.

to change the Education Incentive to percentages tied into the base wage as follows:

	Associates	Bachelors	Masters
FY 2022	4%	7%	8%
FY 2023	4.5%	8.5%	10%
FY 2024	5%	10%	12%

to change the Education Reimbursement from \$800 to \$1,000.

to change the Training Wage from 1 comp day to 2 comp days

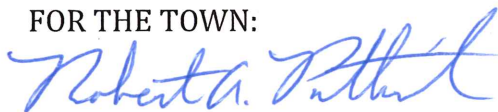
to change the Shift Differential from 4% and 6% to 5% and 7%, respectively.

13. The TOWN and UNION mutually agree to a three-year agreement from July 1, 2021 to June 30, 2024.

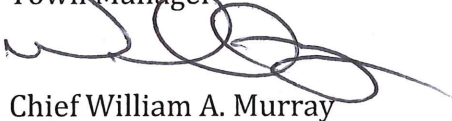
NOW, THEREFORE, THE TOWN and UNION mutually agree to all of the aforementioned terms as negotiated in good faith for the successor collective bargaining agreement between the TOWN and UNION. This Memorandum of Agreement shall be binding upon ratification by the Ayer Select Board and ratification by the UNION. The funding of this Memorandum of Agreement is subject to the approval of the Ayer Town Meting.

Signed on April 6, 2021:

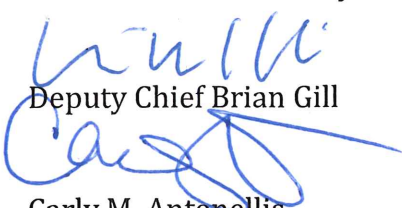
FOR THE TOWN:



Robert A. Pontbriand  
Town Manager



Chief William A. Murray

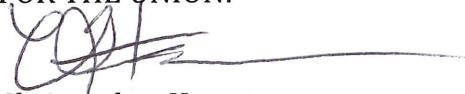


Deputy Chief Brian Gill

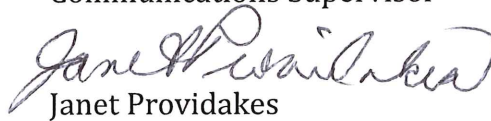


Carly M. Antonellis  
Assistant Town Manager

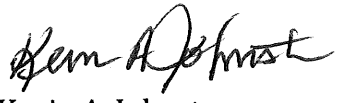
FOR THE UNION:



Christopher Herrstrom  
Communications Supervisor



Janet Providakes  
Communicator

A handwritten signature in black ink, appearing to read "Kevin A. Johnston". The signature is fluid and cursive, with the first name "Kevin" being more prominent.

Kevin A. Johnston  
Benefits & Payroll Manager