

**MEMORANDUM OF AGREEMENT BETWEEN  
THE TOWN OF AYER  
AND  
THE AYER POLICE PATROLMEN'S ASSOCIATION (APPOA)**

**March 30, 2021**

WHEREAS, the Town of Ayer (TOWN) and the Ayer Police Patrolmen's Association (APPOA) have in place and collective bargaining agreement which expires on June 30, 2021; and

WHEREAS, the TOWN and APPOA agreed to negotiate a successor collective bargaining agreement and met to negotiate in good faith via Zoom Remote Participation on February 26, 2021, March 8, 2021, March 15, 2021, March 18, 2021, March 23, 2021, March 26, 2021; and

WHEREAS, the TOWN and the APPOA reached an agreement on March 30, 2021 to keep the terms of the existing collective bargaining agreement in place and amend only the following negotiated terms:

1. The collective bargaining agreement shall be for a three (3) year term from July 1, 2021 to June 30, 2024;
2. The base wage increases for the collective bargaining agreement shall be as follows: 2% for July 1, 2021; 2% for July 1, 2022; and 2% for July 1, 2023;
3. Amend Article 8 "Holidays" Section C by striking current text and replacing with "For those employees assigned to the Patrol Division, a holiday shall begin at 22:45 hours on the day before the actual holiday and continue for the next twenty-four (24) hours."
4. Amend Article 11 "Clothing Allowance":  
  
Section A, Paragraph 2 – Strike "\$1,250", replace with "\$1,250 on July 1, 2021; \$1,300 on July 1, 2022; \$1,350 on July 1, 2023."  
  
Section D, List of Equipment – Add "1 – Outer Body Carrier, will be replaced every 5 years as needed"
5. Amend Article 12 "Temporary Service Out of Rank" by replacing "Board of Selectmen" with "Town Manager".
6. Amend Article 13 "Details":

Section I – by striking Paragraph 1 and replacing with "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 1/2) 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 1/2) 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 4th, Thanksgiving, Christmas, and New Year's Day."

Section L – by replacing "1.5 times the town detail rate" and replacing with "2 times the top step sergeant"

7. Amend Article 14 "Overtime and Compensatory Time":

Section A by adding a new last sentence which reads "Any officer who is ordered in shall be paid at the overtime rate regardless of any sick time usage in that pay period."

Section K – striking "two (2) hour increments" and replacing with "15 minute increments"

8. Amend Article 15 "Grievance Procedure" by striking all current text and replacing with the 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 ten (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) 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."

9. Amend Article 26 "Education":

Section A – by replacing 4% for Associates with 6%; replacing 8% for Bachelor's with 10%; replacing 9% for Master's with 14%

Section B – by striking both references to "\$800" and replacing with "\$1,000"

10. Amend Article 27 "Miscellaneous":

By adding a New Section P "An annual performance evaluation for each Officer will be completed in accordance with department policies and procedures on July 1 of each year"

By adding a New Section Q "The Chief may implement the use of Narcan by all members without reopening the contract for the purposes of impact bargaining."

11. Amend Article 29 "Promotions" Item #6 by striking current text and replacing with "The final decisions for promotional appointments shall rest with the Town Manager upon recommendation of the Police Chief"
12. Amend Attachment A (Wage Scale, Differential, Longevity):  
*Wage Scale* – Increase by 2% (see item #2 above)  
*Differential* – Striking 4% for 14:25 – 22:45, replacing with 5%; striking 6% for 22:45 – 06:45 replacing with 7%
13. Amend Entire Contract by replacing "Town Administrator" with "Town Manager" and "Board of Selectmen" with "Select Board"
14. Amend contract by Adding New Article (and renumber accordingly) titled "Training Study Committee" stating – "A training Study Committee shall be established consisting of three (3) members of the APPOA, the Chief or their designee, the Town Manager or their designee, and other representative of municipal management. This Committee shall meet from time to time to discuss and review current training and the establishment of new programs and to formulate recommendations regarding the same."


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

Signed on March 30, 2021

FOR THE TOWN:



Robert A. Pontbriand  
Town Manager

  
Chief William A. Murray  
Deputy Chief Brian Gill  
Carly M. Antonellis  
Assistant Town Manager  
Kevin A. Johnston

FOR THE APPOA:

  
Detective Kellie Barhight  
APPOA President  
David Lansing  
APPOA Vice-President  
Timothy Ialeggio  
APPOA

Dated: 4-5-2021

Benefits and Payroll Manager

Dated: 4-5-2021

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