

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

February 29, 2024

WHEREAS, the Town of Ayer (TOWN) and the Ayer Police Patrolmen's Association (APPOA) – Dispatchers Division have in place and collective bargaining agreement which expires on June 30, 2024; and

WHEREAS, the TOWN and APPOA agreed to negotiate a successor collective bargaining agreement and met to negotiate in good faith on February 5, 2024; February 15, 2024; and February 29, 2024; and

WHEREAS, the TOWN and the APPOA reached an agreement on February 29, 2024 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, 2024 to June 30, 2027.
2. The base wage increases for the collective bargaining agreement shall be as follows: 2% for July 1, 2024; 2% for July 1, 2025; and 2% for July 1, 2026.
3. Amend Article 6 "Association Dues" to add a new Section C that reads "the APPOA is responsible for providing new Members with the appropriate Association Card and appropriate Association membership enrollment forms. The Town will advise the APPOA when new hires will be filling out onboarding paperwork to facilitate this process. Completed form shall be submitted to the Police Department Office Manager or Benefits and Payroll Manager".
4. Amend Article 12 "Hours of Work" by adding a new Section 8 (Daylight Savings Time) that reads "Officers working the 11-7 shift during Daylight Savings time shifts shall be compensated as follows: Spring: Eight (8) hours of rate of the day. Fall: Eight (8) hours of rate of the day."
5. Amend Article 13 "Overtime" Section 1 as follows: "For the purposes of this Section, Sick Time is counted as time worked."
6. Amend Article 13 "Overtime" Section 3 as follows: "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 works, as described in Section 1 for all assignments). Call back time does not include time worked immediately before or after a shift."

7. The Parties mutually agree to execute a Contract Side Letter regarding the issue of Order in Refusal in which each Dispatcher may designate two weekends off. This Contract Side Letter shall be effective July 1, 2024 to June 30, 2025 with the Parties mutually agreeing to review and reassess the terms and practice of the Side Letter prior to its expiration.
8. Amend Article 13, Section 5 as follows: "Any Dispatcher who is ordered-in with less than six (6) hours' notice shall be compensated at double time for those hours worked during the ordered-in"
9. Amend Article 14 Holidays Section 2 as follows "Any Dispatcher working overtime on a holiday will be paid double time in addition to their regular holiday."
10. Amend Article 14 "Holidays" by adding a new Section 4 that reads as follows "For those employees assigned to the Communication 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."
11. Amend Article 15 "Vacation" by adding a new Section 8 that reads: "Dispatchers, after making every good faith effort to use their vacation time, may buy back any unused vacation that will not carryover."
12. Amend Article 16 "Wages and Special Allowances" Section 2 – Longevity by striking the existing longevity language and rates and replacing it with the longevity language and longevity scale contained in the current Police Superiors (Sergeants) Contract.
13. Amend Article 17 "Leave Time" Section 5 Good Day for no sick leave usage as follows: inserted after 3rd sentence "Good days will be guaranteed with the opportunity for volunteer or order-in coverage." And after the last sentence: "Employees seeking a Good Day shall be required to give at least a 24-hour notice to the Police Chief or their designee. The parties mutually agree that these amended provisions of the contract shall be in effect from July 1, 2024 to June 30, 2027 with the parties mutually agreeing to reevaluate and reassess prior to a successor agreement."
14. Amend Article 17 "Leave Time" Section 6 Personal Days as follows: All full time Dispatchers will be allowed three (3) personal days per year beginning July 1 of the calendar year. Personal days must be used before June 30 of the following year. Personal Days will be guaranteed with the opportunity for volunteer or order-in coverage. Employees seeking a Personal Day shall be required to give at least a 24 hour notice to he Police Chief or his/her designee.
15. Amend Article 17 "Leave Time" Section 7 as follows: "In the event of a death in the immediate family of an employee he/she will be granted leave in the amount of ~~three (3) calendar days~~ five (5) calendar days, not including

regularly scheduled days off...and seven (7) days for spouse or child. Immediate family to include "Step Relatives" and "Siblings".

16. Amend Article 20 "Miscellaneous" to add a new Section 8 to read "Travel Reimbursement": "In the event that a Dispatcher is required to use his/her own personal vehicle to conduct business for the Town, that employees must first obtain authorization from his/her supervisor. Once that authorization has been given, the employee will be reimbursed at a rate consistent with the current Internal Revenue Service rate, which is also approved by the Select Board. The mileage is to be measured from the Ayer Police Department to a different location. Other reimbursement may include tolls, parking, accommodations, and meals. All expense reimbursement must be approved in advance by his/her supervisor. In order for the employee to receive reimbursement, he/she must first complete an expense voucher and have his/her supervisor approve it on a monthly basis."
17. Amend Attachment A "Wage Scale - Differentials" as follows:

Evening Shift: 14:45 hours - 22:45 hours Six Percent (6%) of base top step Dispatcher.

Late Shift: 22:45 hours - 06:45 hours Eight Percent (8%) of base top step Dispatcher.
18. Amend Appendix A "Wage Scale" to include a new section that reads: "Dispatchers shall receive an annual stipend of one percent (1%) for the Ayer Police Department receiving accreditation.
19. Amend Appendix A "Wage Scale" to include the EMD Stipend amount in the base wage on the wage grid.
20. Amend Appendix A "Wage Scale" to apply a 1.5% increase to the wage grid for FY 2025; a 1.5% increase to the wage grid for FY 2026; and a 1.5% increase to the wage grid for FY 2027.
21. Amend Appendix A "Wage Scale" by amending the existing EMD language as follows: "Emergency Medical Dispatch (EMD and Fire Dispatch Stipend. Full-time Dispatchers will receive a stipend equal to 20% of the top step base wage Dispatcher per week for Emergency Medical Dispatch (EMD) and Fire Dispatch that will be incorporated into their hourly salary, which is already indicated in wage table above"
22. Amend Appendix A "Wage Scale" "Education Stipend" as follows:

Associates Degree: 6%
Bachelors Degree: 10%
Masters Degree: 14%

- 23. Amend Appendix A "Wage Scale" with New Section: CJIS Alternate Representative Stipend: A dispatcher assigned as the CJIS Alternate Representative shall receive an annual stipend of \$500 a year for performing these duties.
- 24. Amend Appendix A "Wage Scale" "Training Wage" as follows: "Training wage for trainees shall be Step 1 unless the Chief of Police, elects to start the employee at a higher step. Training Wage Step 1 does not include the EMD Stipend"
- 25. Amend Appendix A "Wage Scale" "Training Wage" as follows: "Dispatchers selected to be trainers will receive a \$750 stipend ~~2 comp days for each trainee they train per year-~~ at the conclusion of the training year.
- 26. The Parties mutually agree to a comprehensive language clean-up of the Contract (i.e. his/her; man/woman; etc.)

NOW, THEREFORE, the TOWN and APPOA mutually agree to 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 Select Board and ratification by the APPOA - Dispatchers. The funding of this Memorandum of Agreement is subject to the approval of the Ayer Town Meeting.

Signed on February 29, 2024.

FOR THE TOWN:



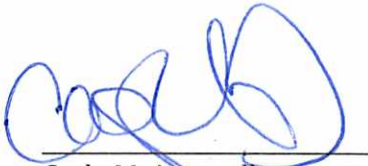
Robert A. Pontbriand
Town Manager



Chief Brian P. Gill

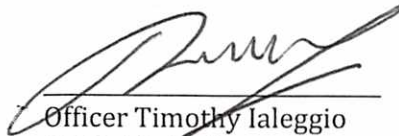


Deputy Chief Jennifer Bigelow

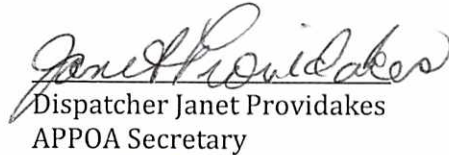


Carly M. Antonellis
Assistant Town Manager

FOR THE APPOA:



Officer Timothy Ialeggio
APPOA President



Dispatcher Janet Providakes
APPOA Secretary



Dispatcher Mark LeBel

Attorney Joseph Donnellan