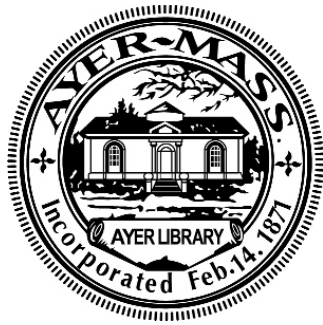


AGREEMENT BETWEEN
THE TOWN OF AYER, MASSACHUSETTS
AND
THE AYER POLICE PATROL OFFICERS ASSOCIATION
COMMUNICATIONS DIVISION



JULY 1, 2021 THROUGH JUNE 30, 2024

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ARTICLE 1: RECOGNITION

The Town of Ayer recognizes the Association as the exclusive collective bargaining agent for the purposes of collective bargaining with respect to wages, hours, and other conditions of employment for all full time and regular part time Communicators employed by the Town of Ayer and excluding all confidential, managerial, casual, and other employees, all as set forth in Certification No. MCR-5403, issued on July 1, 2011

ARTICLE 2: NON-DISCRIMINATION

SECTION 1: Neither the Town nor the Association shall discriminate against any employee because of such employee's race, color, religion, sex, age, or national origin.

SECTION 2: It is mutually agreed that neither party shall interfere with, restrain, coerce, or otherwise discriminate against any employee in his right to join or assist, or refrain from joining or assisting any labor organization.

SECTION 3: Neither the Town nor the Association shall interfere with, restrain, coerce, intimidate, or otherwise discriminate against any employee because of membership or lawful activity in forwarding the interests or purposes of the Association, or non-membership or non-participation in such activity.

ARTICLE 3: ASSOCIATION TOWN RELATIONS

The Town and the Association recognize that is in the best interests of both parties, the employees and the public, that all dealings between them continue to be characterized by mutual responsibility and respect. To insure that this relationship continues and improves, the Town and the Association and their representatives at all levels will apply the terms of this contract fairly in accord with its intent and meaning consistent with the Association's status as exclusive bargaining representative of all employees covered by this contract. Each party shall bring to the attention of all employees covered by this contract, including new hires, their purpose to conduct themselves in a spirit of responsibility and respect and of the measures they have agreed upon to insure adherence to this purpose.

ARTICLE 4: 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 of management and in the direction and the supervision of the town business. This includes, but is not limited to the right to: add or eliminate departments; require and assign overtime; increase or decrease the number of jobs; change process; assign work and work to be performed; schedule shifts and hours to work and lunch or break periods; hire; suspend; demote, discipline or discharge; transfer or promote; layoff because of lack of work or other legitimate reason; establish operations; establish new jobs; abolish and change existing jobs; determine where, when, how, and by whom work will be done; except where any such rights are specifically modified or abridged by terms of this agreement.

Unless an express, specific provision to this agreement clearly provides otherwise, the town, acting through its Town 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 5: NO STRIKE CLAUSE

SECTION 1: No employee covered by this Agreement shall engage in, induce or encourage any strike (whether sympathetic, economic or otherwise), work stoppage, slowdown, or withholding of services in the form of a sick out or otherwise. The Association agrees that neither it nor any of its officers or agents, will call, institute, authorize, participate in, sanction or ratify any such strike, work stoppage, slowdown, withholding of services, or sick out.

SECTION 2: Should any employee or group of employees covered by this Agreement engage in any strike, work stoppage, slowdown, withholding of services, or sick out the Association

shall forthwith disavow any such strike, work stoppage, slowdown, withholding of services, or sick out, and shall refuse to recognize any picket line established in connection therewith.

SECTION 3: In consideration of the performance by the Association of this obligation under Sections 1 and 2 of this Article, there shall be no liability on the part of the Association nor its officers or agents for any monetary damages resulting from the unauthorized breach of the Agreement as contained in this Article by individual members of the Association.

SECTION 4: The Town may impose disciplinary action, including discharge, upon any and all of the employees involved in a violation of this Article; provided, however, that an issue of fact as to whether an individual has engaged in such activity may be the subject of the grievance- arbitration procedures set herein.

SECTION 5: The Town agrees that, during the term of this Agreement, it will not lock-out any employees covered by this Agreement.

ARTICLE 6: DUES DEDUCTION

SECTION 1: Subject to applicable law as set forth in the General Laws of the Commonwealth of Massachusetts, Chapter 180, Section 17A, the Town shall deduct Association dues (as certified by the Association to the Town in writing) for each of its employees within the unit covered by this Agreement who, individually, in writing on the form set forth in Appendix C, authorize such deductions. Dues shall be deducted biweekly.

SECTION 2: By the tenth (10th) day of the succeeding month, the Town shall remit such deductions to the Treasurer of the Association, together with a list of employees who have said dues deducted.

SECTION 3: The Association shall indemnify and save the Employer harmless against any claim, demand, suit, or other form of liability that may arise out of, or by reason of, action taken by the Employer for the purpose of complying with this Article, or in reliance on any assignment furnished by the Employer.

SECTION 4: Agency Service Fees. Although membership in the Association is not mandatory for Communicators, benefits gained by the Association are accorded all employees represented. Therefore, all Non-Association employees must agree in writing as a condition of employment to contribute an amount equal to Agency Service fees to the Association, which shall proportionately commensurate with the cost of collective bargaining and contract administration pursuant to Chapter 180, Section 17G and Chapter 150E, Section 12 of the General Laws. Said Agency fees shall be handled in the same manner as Association dues, described in Section 1 of this Article.

SECTION 5: The Town will incur no liability for the loss of dues money after the Association representative receives said money in person from the Town Treasurer.

SECTION 6: The Town agrees to make payroll deductions of the Association dues and initiation fees or the equivalent thereof when authorized to do so by the employee on a form as set forth in Appendix B in an amount as certified to the Town by the Secretary/Treasurer of the Association and to pay over to the Secretary/Treasurer any amounts described.

ARTICLE 7: ASSOCIATION REPRESENTATION

SECTION 1: The Town agrees to recognize the officers and one steward of the Association. It is expressly agreed and understood that no travel expense or overtime pay chargeable to the Town will be authorized to Association officers or stewards in the performance of their functions as representatives of the Association.

SECTION 2: Reasonable time off during working hours will be authorized without loss of pay to negotiate, handle grievances/complaints and to meet with the employer to discuss items of mutual benefit.

SECTION 3: Time off without loss of pay will be granted to the Association representative to attend meetings/seminars conducted by the APPOA. Advance notice of two (2) weeks of said meetings/seminars will be given to the Chief of Police or his designee. This time off is not to interfere with the public safety and not to exceed three (3) days in any fiscal year. Any further time required may be granted by the Chief of Police.

ARTICLE 8: 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 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

ARTICLE 9: APPOINTMENTS

SECTION 1: No employee who has been in the employ of the Town for one (1) year, shall be discharged for reasons other than just cause.

SECTION 2: Any decision to dismiss an employee after one (1) year of service shall be subject to the grievance and arbitration provisions agreed herein. Any decision to dismiss an employee before he/she has completed one (1) year of service as a probationary employee is grievable but not arbitrable.

ARTICLE 10: SENIORITY

SECTION 1: Seniority shall be considered the length of an employee's continuous service as a full time Communicator within the Communications Division of the Police Department of the Town of Ayer. An employee shall acquire seniority after one (1) year probationary period and his/her seniority will then revert to the beginning date of employment.

SECTION 2: The Town and the Association shall keep a list of employees based on seniority. This list will be used to determine eligibility for benefits/rights as so specified in this Agreement. This list shall also be used as basis for rotation for overtime shifts.

SECTION 3: Seniority shall be lost if an employee:

- A. Quits employment.
- B. Is discharged.
- C. Is absent for three (3) consecutive working days without notifying his/her immediate supervisor. Exceptions may be made only with the consent of the Chief of Police. After such absence, the Chief Police will send written notification to the employee's last known address that the employee's seniority has been lost, and employment has been terminated
- D. Fails to return to work when recalled from layoff and fails to notify the Chief or his designee of an intention to return 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 of Police.
- E. Is laid off for a period in excess of one (1) year.

F. Retires.

SECTION 4: The Town Manager, as the appointing authority, has the right to start a newly hired Communicator at any step of the wage scale.

ARTICLE 11: LAY OFF

SECTION 1: In the event of layoffs, the procedures set forth in this Article will apply.

SECTION 2: A "layoff" is hereby defined as a complete termination of employment for economic or other legitimate non disciplinary reasons. The Association shall be notified whenever possible, four (4) weeks in advance of any lay off and, insofar as practicable, of the number and names of those affected.

SECTION 3: If a lay off is necessary, it will be done in the reverse order of seniority. In rehiring, the Town will offer re-employment to those former employees who have been laid off in the order of seniority. No new employee will be hired until all former employees have been given the opportunity to return.

SECTION 4: The Town will give each employee who is to be laid off four (4) weeks advance notice, when possible.

SECTION 5: An employee who is laid off will receive a payment for all unused vacation which he/she may have earned but not used at the time of the layoff. If an employee who has been laid off and who has received payment in lieu of vacation is rehired in the same fiscal year, he/she will be allowed to buy back all the vacation time that they were paid for, otherwise they will not be entitled to a vacation with pay in that fiscal year.

SECTION 6: Employees who are laid off will continue to retain their seniority while they are on the re-employment list for a period not to exceed one (1) year. They will not be eligible for vacation, holidays, sick leave, funeral leave, jury duty, military leave, or other leave or pay provided under this Agreement for employees in active work status, nor will they be eligible to participate in any insurance plan offered by the Town.

ARTICLE 12: HOURS OF WORK / SUBSTITUTION

SECTION 1: Section 1: There shall be three (3) distinct shifts. Employees will work four (4) eight (8) hour shifts with two consecutive days off on the same shift within a schedule determined by the Chief of Police. There will also be a Communications Supervisor working a five (5) and two (2) Day Shift schedule, Monday through Friday, and will receive 17 administrative days off to compensate for working this schedule.

SECTION 2: The Chief of Police may vary the 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 Association the opportunity to discuss the matter. Any intended permanent changes shall be consistent with all other sections of this agreement.

SECTION 3: Except in cases of emergency declared by the Chief of Police, no employee shall work more than sixteen (16) consecutive hours in any twenty-four (24) hour period.

SECTION 4: Interchange or swaps may be permitted between employees within the department provided:

- A. Each shall be subject to the approval of the Communications Supervisor.
- B. Substitution or swap does not impose additional cost to the Town.
- C. The Town is not 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.
- D. All shift swaps will be completed within the fiscal year.

SECTION 5: Shift Hours will go as follows:

Day Shift: 06:45 hours -14:45 hours

Evening Shift: 14:45 hours – 22:45 hours

Late Shift: 22:45 hours – 06:45 hours

SECTION 6: Shift Bidding — Shifts in the communications division shall be bid twice a year. The first shift bid shall occur no later than May 1st with the assignments posted no later than June 1st to take effect July 1st. The second shift bid shall occur no later than November 1st with the assignments posted no later than December 1st to take effect January 1st. Preference shall be given on the basis of seniority as defined in Article 10, subject to the Chief's right to limit the number of relatively inexperienced Communicators assigned to one shift or to override seniority for a bona fide operational reason which he shall specify in writing to the Association and the members affected.

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

1. A Communicator has specific training that is more compatible with a certain shift

2. A Communicator who is not meeting specific work expectations or assignments may be moved from their preferred shift. Such a reassignment shall not take place until the Communicator has been counseled on his/her performance issues and given an opportunity to correct them. A Communicator reassigned hereunder shall be eligible to bid for a different shift during the next bid cycle provided he/she has met the terms of the counseling. A Communicator reassigned hereunder shall be replaced by a junior Communicator on the shift he/she is reassigned to, unless otherwise agreed to by the Association and the Chief.
3. A Communicator, as part of a disciplinary proceeding, may be reassigned to a different shift. Such Communicator shall be allowed to bid for a different shift based on the terms of the discipline. A Communicator reassigned hereunder shall be replaced by the junior Communicator on the shift he/she is reassigned to, unless otherwise agreed to by the Association and the Chief.

When vacancies occur in the period between shift bids, the Chief shall decide whether to fill them by reassignment. If so, the vacancy shall first be offered to volunteers using the same criteria described in paragraph 1, above. Failing a volunteer, the Chief may re-assign a Communicator, ordinarily the junior Communicator, unless the Chief specifies a bona fide operational reason to assign another Communicator. Nothing herein shall preclude the Association and the Chief to agreeing to a different process to fill such vacancies.

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

SECTION 7: When working a 16 hour shift a Communicator will be permitted 30 minutes of exercise time as long as they remain available to the operational needs of the department

ARTICLE 13: OVERTIME

SECTION 1: Overtime at the rate of one and one half (1 ½) times the employee's regular rate of pay shall be paid for any time worked in excess of forty (40) hours in any week that they are regularly scheduled to work five (5) days and in excess of thirty-two (32) hours in any week that they are regularly scheduled to work four (4) days. Any communicator who is ordered in shall be paid at the overtime rate regardless of any sick time usage in that pay period.

SECTION 2: All overtime and extra shifts needed to cover a forty-two (42) shifts per week, fifty-two (52) weeks per year, shall be offered to fulltime, then part-time Communicators on

the basis of a rotation list kept for that purpose. Said list shall be posted and overtime distributed as equitably as possible. Records shall be kept of overtime worked.

SECTION 3: Full time employees will be paid a minimum of four (4) hours regular time or a minimum of four (4) hours at time and one half (for hours worked in excess of the time worked, as described in Section 1 for all assignments). Call back time does not include time worked immediately before or after a shift.

SECTION 4: Employees working overtime shall be allowed to accrue compensatory time off in lieu of payment for overtime work. Employees exercising the option to accrue and use accrued compensatory time will be subject to the rules and regulations applicable to the patrol officers, including the policy of the department to not allow time off for an employee using compensatory time if it requires the employee to be replaced with an employee being paid overtime.

ARTICLE 14: HOLIDAYS

SECTION 1: All full time Communicators shall be entitled to twelve (12) paid holidays in each year. These are:

New Year's Day, Martin Luther King Day, Washington's Birthday, Patriots Day, Memorial Day, Juneteenth Independence Day; Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day

SECTION 2: A full time employee who is required to work on a holiday that is their regular tour of duty will receive eight (8) hours pay at time and one half (1 ½) their hourly rate in addition to their regular salary. A full time employee who regular day off falls on one of the mentioned holidays will receive a day's pay for that holiday.

SECTION 3: In order to be eligible for payment of a holiday, the employee must not have utilized sick leave on either his/her regularly scheduled work day before the holiday or next regularly scheduled work day after the holiday.

ARTICLE 15: VACATION

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).

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.

ARTICLE 16: WAGES AND SPECIAL ALLOWANCES

Section 1: Any employee entitled to a step raise during the term of this agreement shall be afforded such step raise. The parties agree that the pay period shall run from Thursday through Wednesday and further agree that Communicators shall be paid on a bi-weekly basis.

All current and future employees covered under the Agreement are required to have direct deposit for all of their pay.

Wages shall be as set forth in Appendix A of this Agreement.

Section 2:

JURY DUTY

If a full time Communicator is called for jury duty, the Town shall pay the difference between his/her regular pay, up to forty (40) hours per week, and the amount he/she receives from the court, provided they were hired before receiving notice of such duty. In order to receive pay from the Town, the employee must furnish evidence from the court of such duty and the amount paid him/her by the court.

LONGEVITY

Any full time Communicator who has completed five (5) years of continuous service in the Town shall be entitled to \$400 each year after five (5) years and shall receive an additional \$50 per year capping at one-thousand three hundred dollars (\$1,300). This shall be added into the base pay.

COURT TIME

Any full time Communicator who is required to attend any session of the court in his/her capacity as a Communicator shall receive pay at one and a half (1 ½) their hourly rate for a minimum of four (4) hours.

CLOTHING

Clothing supplied to a full-time Communicator when hired:

1. 5 shirts - any combination of long and short sleeve
2. 3 pair of dark blue or black authorized business-appropriate trousers, skirts or shorts
3. 1 pair of authorized black shoes/boots
4. 1 black/blue authorized sweater
5. 1 Belt

Clothing allowance for full-time Communicators will be \$400 for FY '22; \$450 for FY '23; FY '24 \$500. Clothing allowance will be pro-rated at \$33.33 per month in FY 22; \$37.50 per month in FY '23; \$41.66 in FY' 24 per month from their first-year anniversary date to the next fiscal year.

The uniform allowance shall be in control of the employee and used at his/her discretion. No cash allowance shall be given to the employee. Said allowance shall be used only for the purchase of items that will be used or worn in the line of duty.

ARTICLE 17: LEAVE TIME

Section 1: Each Communicator will receive fifteen (15) sick days per year on the Communicator's corresponding anniversary date. Further, each employee may use up to five (5) 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 employee's household who has been living there for more than one year (a signed certificate will be required for this category), parents and in-laws (regardless of residence). Communicators may accumulate up to 160 days of sick leave.

Section 2: Upon retirement from the Ayer Police Department, with twenty (20) years full time service in the Ayer Police Department (As also determined by the Middlesex County Retirement System) an employee will be compensated for any unused sick time at a rate of 50% his/her regular rate of pay, not to exceed \$7,000. In the event a Communicator dies after twenty years of service, but before retirement, this benefit shall be paid to the estate of the person(s) to whom the salary is payable.

Section 3: A full-time Communicator shall be granted five (5) days off with pay for a birth or adoption of his or her child. A leave of absence without pay may be granted for maternity/adoption purposes for a period of up to eight (8) weeks. Advance notice of two (2) weeks shall be given when possible. Parental Leave pursuant to Massachusetts General Law Chapter 149, Section 105D as amended January 7, 2015.

Section 4: 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 a Communicator 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 5: Good days for no sick leave usage. Communicators shall earn one (1) good day for each ninety (90) days of consecutive attendance without a sick day. The Communicator may use such leave for any purpose, at the Communicator's choice. The Chief must be provided advance notice that is Good Days for no sick leave usage in a quarter. Employees shall earn one (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 – March 31st, April 1st – June 30th, to be used at the employee choice. The Chief must be provided advance notice that is reasonable under the circumstances; the use of a Good Day must be authorized by the Chief or his/her

designee. 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 6: All full time Communicators 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.

Section 7: 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, not including 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. Immediate family means: parents, child, mother-in-law, father-in-law, spouse, brother, sister, grandparents, aunt, uncle, brother-in-law or sister-in-law 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 this last category). Extensive travel will mean: traveling outside of the New England area. In the event of the death of a spouse or child the Communicator shall be granted five (5) days of bereavement leave.

Section 8: Employees shall be allowed to participate in the sick leave bank established for patrol officers subject to the same rules and regulations.

Section 9: Leave of absence without loss of pay shall be permitted for the following reasons:

1. Red Cross blood donations or bone marrow donations.
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

ARTICLE 18: SAFETY AND HEALTH

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.

ARTICLE 19: INSURANCE

SECTION 1: Effective July 1, 2008, the employer shall contribute 75 percent of the cost of an employee’s selected health insurance plan, together with an additional credit towards said costs, for current employees that are enrolled in a Town health plan as of May 6, 2008. The following table illustrates the additional fixed credit:

Plan Name	Family Plan Credit	Individual Plan Credit
Tufts EPO	\$36.48 per week	\$17.07 per week
Harvard-Pilgrim HMO	\$35.03 per week	\$17.17 per week
Fallon Select	\$32.21 per week	\$15.36 per week
Fallon Direct	\$30.59 per week	\$14.53 per week

The credit shall only apply during the continued active employment of current employees affected by the change in health insurance premium contributions and shall sunset for each affected employee upon separation of employment.

The employer shall contribute 75 percent of the cost of an employee’s selected Town-offered health plan for employees hired after May 6, 2008.

Section 2: 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.)

ARTICLE 20: MISCELLANEOUS

Section 1: BULLETIN BOARDS

The Town shall provide a Bulletin Board for the Association to post notices of meetings and other Association activities in a mutually agreeable location.

Section 2: TRAVEL EXPENSES

The Town shall reimburse an employee for the use of his/her private vehicle at the current Town standard when such use is authorized in advance by the Chief of Police.

Section 3: DEPARTMENT ORDERS

Copies of the General Orders, Special Orders, and Personal Orders shall be supplied to the Association 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 4: AMENDMENTS

Any provisions of this Agreement may be amended, modified or supplemented at any time by mutual consent of the parties hereto, without in any way other provisions of this Agreement. In the absence of the parties agree that this contract represents the agreement of the parties on all matters which were negotiated or which could have been subjects of negotiation. No such amendment shall bind the parties hereto unless made and executed in writing by the parties hereto.

Section 5: MILITARY LEAVE

To be in accordance with Federal and Massachusetts General Law.

Section 6: WORKMAN'S COMPENSATION

The Town will provide Workers Compensation Insurance to cover work related injuries or disabilities in accordance with Massachusetts General Laws.

Section 7: SUBSTANCE TESTING

The Chief of Police may direct that an employee undergo substance testing upon reasonable suspicion based on articulable facts that an employee is under the influence of drugs or alcohol. Such testing shall be in accordance with the testing policy issued by the Chief of Police. Substance Testing Policy is located in Appendix B.

ARTICLE 21: STABILITY OF AGREEMENT

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 Association 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 negotiation shall be limited in scope to the provisions of this Agreement found in violation of the Law.

ARTICLE 22: EMPLOYEE DEFINITIONS & PART-TIME EMPLOYEE BENEFITS

FULL-TIME COMMUNICATOR: A Communicator who is regularly scheduled to work a 4/2 or 5/2, 32-40 hours per week.

PART-TIME COMMUNICATOR: An employee who is regularly scheduled to work at least eight (8) hours but less than twenty (20) hours per week.

SALARY: To be the same as full-time starting pay

HOLIDAY PAY: All part time employees will be paid one and one half (1½) times their regular pay for holidays actually worked.

LEAVE TIME: All part time Communicators will receive two (2) leave days per fiscal year.

COURT TIME: Any part time Communicator who is required to attend any session of the court in his/her capacity as a Communicator shall receive pay at their hourly rate for a minimum of three (3) hours.

CLOTHING: Clothing supplied to a part-time Communicator when hired:

1. 2 shirts - any combination of long and short sleeve
2. 1 pair of dark blue or black authorized business-appropriate trousers, skirts or shorts
3. Black or dark blue trousers and black shoes will be worn while working.
4. 1 Belt

Clothing allowance for part-time Communicators will be \$200 per fiscal year. Clothing allowance will be pro-rated per month from their first-year anniversary date to the next fiscal year.

COMMUNICATIONS SUPERVISOR: The Communications Supervisor is responsible for the efficiency and effectiveness of the dispatch center. She/he performs various functions relating to the administration and operation of the Dispatch Center as directed by the Chief of Police.

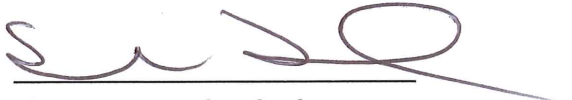
ARTICLE 23: TERM OF AGREEMENT

SECTION 1: This Agreement shall be effective July 1, 2021 and shall expire on June 30, 2024.

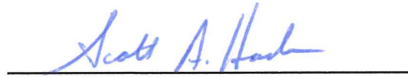
SECTION 2: Either party may notify the other party of its desire to terminate or modify this Agreement by written notice mailed to the responsible signatories to this Agreement on or after July 1, 2021, but in no event later than April 1, 2024. Should neither party to this Agreement send such notice within such time limits, this Agreement will be considered to have been automatically renewed for an additional one (1) year.

Signed this 23rd day of June 2021:

For the Town of Ayer:



Shaun C. Copeland, Chair



Scott A. Houde, Vice-Chair



Jannice L. Livingston, Clerk

For the APPOA Communicators:



David Lansing
President



Communicator Christopher Herrstrom



Detective Kellie Barhight

AYER SELECT BOARD

Appendix A: WAGES

Wages	Step 1	Step 2	Step 3	Step 4
	<i>0 to 1 year</i>	<i>1 to 2 years</i>	<i>2 to 3 years</i>	<i>4+ years</i>
FY' 22	\$20.61	\$21.66	\$22.72	\$23.85
FY' 23	\$21.02	\$22.09	\$23.17	\$24.33
FY' 24	\$21.44	\$22.53	\$23.63	\$24.82

Communication Supervisor Wage Table

Wages	Step 1	Step 2	Step 3	Step 4
	<i>0 to 1 year</i>	<i>1 to 2 years</i>	<i>2 to 3 years</i>	<i>4+ years</i>
FY' 22	\$26.23	\$27.49	\$28.80	\$30.19
FY' 23	\$26.75	\$28.04	\$29.38	\$30.79
FY' 24	\$27.29	\$28.60	\$29.97	\$31.41

Emergency Medical Dispatch (EMD) and Fire Dispatch Stipend

Full-time Communicators will receive a stipend equal to 16.66% in FY '22; 18.32% in FY '23; 20% in FY '24 of the top step base wage Communicator per week stipend for Emergency Medical Dispatch (EMD) and Fire Dispatch that will be incorporated into their hourly salary.

EMT Stipend

A stipend in the amount of \$350 shall be issued annually to any Communicator holding EMT Certification. Communicators will be paid for one (1) day while attending EMT certification.

A stipend in the amount of \$200 shall be issued annually to any Communicator holding CPR Instructor Certification and teaches a CPR certification class.

Education Stipend

Employees shall receive additional compensation for college credits in law enforcement according to the following schedule, tied to the base wage of their top step in rank:

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

Education stipend shall be paid over 26 pay periods.

Education Reimbursement

Every member of the Association is eligible to receive \$1,000 dollars per year towards the cost of tuition, fees and books as reimbursement for courses at any accredited college or university if they maintain a passing grade. Every fiscal year a pooled education account will be created. The total amount of the account will be determined by the total number of members of the Association times \$1,000. In the event not all members of the Association seek reimbursement, reimbursement will be disbursed by dividing the total number of members seeking reimbursement by the total amount in the pooled education account. All members seeking reimbursement must submit for reimbursement before May 31st and all reimbursements will be made before July 1st.

Training Wage

Training wage for trainees shall be Step 1 unless the Chief of Police, elects to start the employee at a higher step.

Communicators assigned to training new Communicators shall be compensated with 2 comp day for each trainee they train per year.

Differentials

- Evening Shift: 14:45 hours – 22:45 hours Five Percent (5%) of base top step Communicator.
- Late Shift: 22:45 hours – 06:45 hours Seven Percent (7%) of base top step Communicator.

Appendix B: SUBSTANCE TESTING

SECTION A: The employer may administer one drug and/or alcohol test without notice to any probationary employee during their one-year probationary period provided such test is conducted in accordance with the procedures outlined in Section D: Procedures of this article.

SECTION B: Serious Incidents and Accidents - An employee who is involved in a serious incident or accident as that term is defined in this section shall be required to undergo an examination immediately at the direction of the Chief or his/her designee. For the purposes of this section an injury requiring transport for medical treatment or in property damage in excess of \$4,500.00.

SECTION C: Reasonable Suspicion - An employee may be tested once after a determination by the Chief or his or her designee that there is reasonable suspicion to test the employee. Reasonable suspicion is a belief based on objective facts sufficient to lead a reasonably prudent person to suspect that an employee is using or under the influence of drugs and/or alcohol so that the employee's ability to perform his/her duties is impaired. Reasonable suspicion shall be based upon information consisting of objective facts obtained by the department and the rational inferences which may be drawn from those facts. The information, the degree of corroboration, the results of the investigation or injury and/or other factors shall be weighted in determining the, presence or absence of reasonable suspicion.

SECTION D: Procedures - All testing conducted pursuant to this Article shall be conducted at a licensed testing facility and shall be performed by employees of the facility. It is expressly agreed that no testing shall be conducted by employees of the department. Testing under this Article may include hair samples, urine samples, blood samples or breath samples. The laboratory selected to conduct the analysis must be experienced and capable of quality control, documentation, chain of custody, technical expertise and demonstrated proficiency in radioimmunoassay testing. Technicians performing the tests must be available for testifying regarding the test results, if required. Only a laboratory which has been properly licensed or certified by the state in which it is located to perform such tests will be used. The testing standards employed by the laboratory shall be in compliance with the Scientific and Technical Guidelines for Drug Testing programs, authored by the Federal Department of Health and Human Services, initially published on February 13, 1987 and as updated. All samples provided hereunder shall be split so that a second test of the sample may be conducted. Only the employee shall have the right to re-test a sample and any expense of any re-test shall be borne by the employer. The employee to be tested will be interviewed to establish the use of any drugs and/or alcohol currently taken under medical supervision.

The drug test screen will be limited to searching for presence of alcohol, marijuana, cocaine, opiates, phencyclidine (PCP) and amphetamines.

SECTION E: Impairment by Prescription Medicine - An employee shall notify the Chief when required to use prescription medicine which the employee has been informed may impair job performance. The employee shall advise the Chief of the known side effects of such medication and the prescribed period of use. The Chief shall document this information through the use of internal confidential memoranda maintained in a secured file. The employee may be temporarily reassigned to other duties, or prohibited from working, where appropriate, while using prescription medicine which may impair job performance or create unsafe working conditions. An employee prohibited from working may utilize sick leave or injured leave where appropriate or may be placed on unpaid leave of absence if neither sick leave nor injured leave is available.

SECTION F: An employee who has a finding of positive from the initial drug and/or alcohol test and the split drugs and/or alcohol test may be allowed to enter an alcohol or drug rehabilitation facility and shall receive the full support of the department for so doing. An employee may use any accrued paid leave while attending such an inpatient facility. In lieu of entering an inpatient facility or upon discharge from such a facility, the employee shall provide an assessment of his condition by a health care professional certified in the field of drug/alcohol rehabilitation to the Chief. The Town reserves the right to discipline the affected employee. The employee shall participate in such program as recommended by the health care professional/stress unit and will authorize the release of information pertaining solely to the officer's progress and compliance with the program to the Chief. Upon returning to duty after the aforementioned period, the employee shall be subject to random drug and/or alcohol screening for a period of eighteen (18) months. If such employee is again found to have used controlled substances, narcotics, hallucinogens or prescription drugs and/or alcohol and has not abided by Section E, or while on duty is under the influence of drugs and/or alcohol (a reading of BAC>.00) may be subject to discipline.

Appendix C: PAYROLL DEDUCTION AUTHORIZATION

NAME: _____ (please print)

(Last)

(First)

(Middle)

DEPARTMENT: Police Communications

THE UNDERSIGNED HEREBY AUTHORIZES THE TOWN TO DEDUCT FROM MY WAGES AN AMOUNT EQUAL TO ONE INITIATION FEE AND THE REGULAR MONTHLY DUES AS CERTIFIED TO THE TOWN BY THE SECRETARY-TREASURER OF THE COMMUNICATIONS WORKERS OF AMERICA, AND REMIT SAME TO THE SECRETARY-TREASURER OF THE COMMUNICATIONS WORKERS OF AMERICA OR HIS DULY AUTHORIZED AGENT. THIS AUTHORIZATION MAY BE REVOKED BY ME AT ANY TIME BY WRITTEN REQUEST TO THE TOWN, OR BY WRITTEN REQUEST BY THE SECRETARY-TREASURER OF THE ASSOCIATION TO THE TOWN'S APPROPRIATE REPRESENTATIVE.

(signature)

(address)

(city or town)

(state) (Zip code)

(social security number)

Date received by Town: _____

Date effective: _____