

MEMORANDUM OF AGREEMENT BETWEEN

THE TOWN OF AYER

AND

AYER POLICE SUPERIOR OFFICERS, NEPBA LOCAL 32

January 27, 2022

**CONTRACT MOA
(July 1, 2022 to June 30, 2025)**

WHEREAS, the Town of Ayer (TOWN) and the Ayer Police Superior Officers, NEPBA Local 32 (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, 2022; and

WHEREAS, the TOWN and UNION have negotiated in good faith and reached an agreement on January 27, 2022 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 Appendix A, "Wage Scale" by increasing the base wage cost of living adjustment by 2% on July 1, 2022; 2% on July 1, 2023; and 2% on July 1, 2024.
2. Amend Appendix B, "Seniority Scale" by deleting Appendix in its entirety and renumber appendices accordingly.
3. Amend Article 8, "Holidays" Section C by deleting current text and replacing with, "For the purpose of this Article, the Holiday is the twenty-four hour period starting at 2245 the day prior to the holiday and ending at 2245 on the day of the holiday."
4. Amend Article 11, "Clothing Allowance":
Section A - strike FY '20, FY '21, FY '22 and after the word "shall be" insert \$1,400 annually on July 1
Section G - by adding, "to include load bearing carrier" after the "equal or greater standards" in the second sentence.
5. Amend Article 14, "Overtime and Compensatory Time":
Section I - strike "twenty-four hours" and replace with "eight" hours in the first

sentence.

Section J – strike “1 hour blocks” and replace with “15 minute increments”

6. Amend Article 18 “Health Insurance and Life Insurance” by renaming the Article to “Insurance” and by adding the following:
New Section B – “The Town to agrees to furnish, at its expense, professional liability insurance to the members with liability limits of One Million per Occurrence/Three Million General Aggregate.”
New Section C – “As sworn police officers, members shall be entitled to injured-on-duty benefits as provided in Chapter 41, Section 111F of the Massachusetts General Laws.”
7. Amend Article 21 “Hours of Work” by adding a new Section F stating “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 1st.”
8. Amend Article 25 “Wages”:
Section A – by striking Step 5 and adjusting Step 4 to be 6.35% above Step 3
Section C – by striking 4% and replacing with 5% and by striking 6% and replacing with 7%
Section D – by striking FY ’20, FY ’21, FY ’22 and replace with year 1, year 2, year 3.
New 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 upon the agency achieving Accreditation”
9. Add new Article 26 “County Retirement” and renumber the contract accordingly stating, “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 the applicable law.”
10. Amend Article 27 “Education”:
Section A – by striking 4%, 8%, 9% and replacing with 6%, 10%, 14%
New Section B (starting after “this shall be paid bi-weekly)- by deleting the second paragraph and replacing with “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 requests in May and all reimbursements will be made before July 1st.”

11. Amend Article 28 "Miscellaneous":

New Section J - "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."

New 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."

12. Amend Article 30 "Promotions" Section A #6, by adding, "upon recommendation of the Police Chief" at the end of the sentence.

13. Add New Article "Massachusetts Peace Officer Standards and Training (POST) Commission Officer Certification" stating: "In accordance with Massachusetts General Laws c.6E, sec. 4(g), only members certified by the POST Commission can be appointed or employed by an agency a Police Officer.

Any member that is de-certified, by final determination of the POST Commission, will have their employment with the Town immediately terminated."

14. Contract wide - to general language cleanup (ex. Changing Town Administrator to Town Manager or Selectmen to Select Board) as discussed by the Assistant Town Manager and the UNION President on February 3, 2022.

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 Meeting.

Signed on January 27, 2022:

FOR THE TOWN:

Robert A. Pontbriand
Town Manager

Carly M. Antonellis
Assistant Town Manager

Brian P. Gill
Chief of Police

FOR THE UNION:

Andrew S. Kularski
President