

**MEMORANDUM OF AGREEMENT BETWEEN**

**THE TOWN OF AYER  
AND  
THE AYER POLICE PATROL OFFICER'S ASSOCIATION (APPOA)  
PATROL DIVISION**

**February 1, 2024**

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, 2024; and

WHEREAS, the TOWN and APPOA agreed to negotiate a successor collective bargaining agreement and met to negotiate in good faith on November 13, 2023; November 27, 2023; December 11, 2023; January 11, 2024; February 1, 2024 and

WHEREAS, the TOWN and the APPOA reached an agreement on February 1, 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 5 "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. Completed form shall be submitted to the Police Department Office Manager or Benefits and Payroll Manager".
4. Amend Article 10 "Substitution", Section C to read, "Employees seeking such a swap shall be required to give at least eight (8) hours' notice to the Police Chief."
5. Amend Article 13 "Details" by removing the preamble language as follows, "~~There are two types of details that are available to officers of the Ayer Police Department: Town Details, which are paid by the Town of Ayer or another governmental body, and Private Details, which are paid by all other groups, individuals, corporations or organizations.~~"

And further amend Article 13 "Details" Section B to read "Part-time reserve officers and/or the Ayer Civilian Traffic Unit will not be used for private

details unless and until all full-time members of the unit, as well as the Deputy Chief, have had an opportunity to accept or reject assignments."

And further amending Section I as follows "For all details performed there shall be a minimum of four (4) hours per details. And further amend Section I by deleting ~~"The rate of pay for all details shall be as follows: Private Details: 1.5 times the rate of a top step sergeant. Town Details: 1.5 times the rate of a top step patrolmen~~ and replace with "The rate of pay for all Details shall be: 1.5 times the rate of a top Step Sergeant."

And further amending Article 13 "Emergency Details" to read "Details requested inside four (40 hours of the starting time will be paid at 1.5 times the detail rate of the day.

And further amend Article 13 "Night Details" Section I to read "Details worked during the hours of 2300-0600 shall be paid at 1.5 times the rate of the day.

6. Amend Article 14 "Overtime and Compensatory Time" by as follows: For the purposes of this section, sick time is counted as time worked.
7. Amend Article 21 "Hours of Work" by adding a new Section E (Daylight Savings Time) that reads "Officers working the 11-7 shirt 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."
8. Amend Article 25 "Wages" as follows, "The School Resource Officer (SRO) shall receive a stipend that is six percent (6%) of their base pay."
9. Amend Article 28 "Miscellaneous" Section O to read "Officers selected to be Field Training Officers will receive \$1,750 per year at the conclusion of the FTO program.
10. Amend Article 28 "Miscellaneous" with a new Section R "Body Cameras" that reads "The Chief may implement the use of Body-worn cameras by all members. The Body-worn cameras policy shall be developed with APPOA participation. Prior to implementation, the Parties shall meet to fulfill bargaining obligations."
11. Amend Article 28 "Miscellaneous" with a new Section S "Massachusetts POST Commission Officer Certification" that reads, "In accordance with Massachusetts General Law c68, sec 4(g), only members certified by the POST Commission can be appointed or employed by an agency as a Police Officer. Any member that is decertified, by final determination of the POST Commission, will have their employment with the Town immediately terminated."
12. Amend Article 28 "Miscellaneous" with a new Section T "OIC Designation" to read "Probationary Officers shall not be eligible for Officer in Charge (OIC)

designation. For the purposes of OIC designation only, seniority shall be calculated by the date of successful completion of the probationary period.”

13. Amend Attachment A “Wage Scale” by increasing the percentage between Step 3 and Step 4 to three (3) percent.

14. Amend Attachment A “Wage Scale – Differential” as follows: All officers who work a shift, scheduled as the 2<sup>nd</sup> shift of the workday (14:45 hours – 22:45 hours), shall be paid a shift differential to be six percent (6%) of the base of the top step Patrol. In addition to all other compensation due under this agreement, all officers who work a shift, scheduled as the final shift of the workday (22:45 – 06:45 hours), shall be paid a shift differential of eight percent (8%) of the base of the top step Patrol.

15. Amend Attachment A “Wage Scale – 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.

16. Amend Attachment A “Wage Scale” to include a new section that reads “Police Patrol shall receive an annual stipend of two percent (2%) for the Ayer Police Department receiving accreditation.

17. Amend Contract to include a new Article “Travel Reimbursement” that shall read, “in the event that a Patrol Officer is required to use his/her own personal vehicle to conduct business for the Town, that employee 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 reimbursements 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.”

18. The Parties mutually agree to execute a Contract Side Letter which shall allow a one-hour minimum of Comp Time for any Patrol Officer ordered in with a maximum of six (6) hours to be given in one (1) hour increments. The Parties mutually agree that this Contract Side Letter shall sunset as of August 31, 2025.

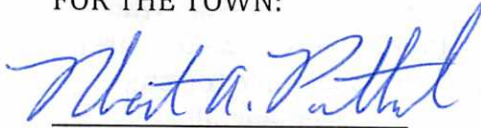
19. The Parties mutually agree to a comprehensive language clean-up of the Contract (i.e. his/her; man/woman; etc.)

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 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 February 1, 2024

FOR THE TOWN:



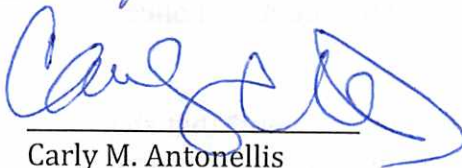
Robert A. Pontbriand  
Town Manager



Chief Brian P. Gill



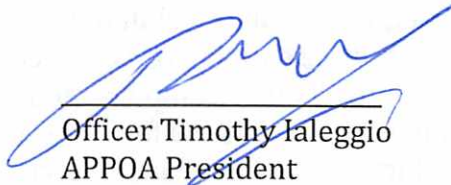
Deputy Chief Jennifer Bigelow



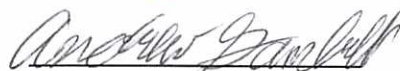
Carly M. Antonellis  
Assistant Town Manager

Dated: 2/1/2024

FOR THE APPOA:



Officer Timothy Ialeggio  
APPOA President



Officer Andrew Gambrell  
APPOA Vice-President



Dispatcher Janet Providakes  
APPOA Secretary



Attorney Joseph G. Donnellan

Dated: 2/1/2024