

**Office of the Select Board
Office of the Town Manager**

Town of Ayer/ Ayer Town Hall/ 1 Main Street/ Ayer, MA 01432/978-772-8220 x100/ ayer.ma.us

MEMORANDUM OF AGREEMENT BETWEEN

THE TOWN OF AYER

AND

TOWN HALL CLERICAL UNION/AFSCME 93

February 22, 2023

**CONTRACT MOA
(July 1, 2023 to June 30, 2026)**

WHEREAS, the Town of Ayer (TOWN) and the Ayer Town Hall Clerical Union/AFSCME 93 (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, 2023; and

WHEREAS, the TOWN and UNION have negotiated in good faith and reached an agreement on February 22, 2023 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:

a) Article 12, Hours of Work – Amend as follows:

Amend 2nd paragraph to read, “The hours of work for all employees shall be determined by the Department Head, with approval from the Town Manager.”

Remove 3rd paragraph (Town Hall Hours)

b) Article 14, Job Posting and Bidding – Amend article to read:

Change “Trial and Training” to “Probationary”

Delete current Section 4 – Replace with: “Any member who has taken another position covered by this collective Bargaining Agreement shall have a 30-day probationary period. Both parties may mutually agree to extend the probationary period to provide additional training or other (i.e., Performance Improvement Plan). If the employee decides to return to their previous position, they must do so within the 30-day probationary period.”

New Section 5 - "A newly hired employee shall be considered a probationary employee for the twelve (12) months of their employment. A probationary employee may be discharged as exclusively determined by the Employer, and no such discharge of a probationary employee may be made the subject matter of the grievance or arbitration provisions of this Agreement. A probationary employee who is continued in the employ of the Employer beyond the probationary period shall receive continuous service or employment credit from his most recent date of hire.

c) Article 17, Holidays – Amend Article to read:

Section 1 Table – ½ day before Christmas when Christmas falls on Saturday or Sunday; ½ day before New Year’s Day when New Year’s Day falls on a Saturday or Sunday.

d) Article 19, Vacation - Amend Article to read:

All bargaining unit employees shall receive paid vacation leave, at their regular hourly rate as follows:

Less than one (1) full year to five (5) years of service:	10 Vacation days per year
Five (5) years to ten (10) years of service:	15 Vacation days per year
Ten (10) years to twenty (20) years of service:	20 Vacation days per year
Twenty (20) years’ service or more:	25 Vacation days per year

Vacation time is granted on July 1st of every year. Employees hired after July 1 of any fiscal year will have their vacation leave prorated based upon the number of workdays remaining in the fiscal year. Additionally, upon separation of employment, any unused vacation time will be prorated.

e) Article 28, Wages – Amend article by:

Deleting Section 2

f) Article 35, Education and Training – Amend article by:

Increasing the total number of classes to 4 (\$100 each for stipend, up to a total of \$400).

The Notary stipend shall be raised to \$225.

g) Article 36, Education Benefits – Amend article by:

Increasing the amount \$200 per year for each level of education.

h) Appendix E, Longevity – increase amount to \$400 in year 5, keep \$50 dollar increase at every additional year.

i) Appendix H, Pay Grid – Amend by deleting current tables and replace with the following:

FY '24 HOURLY PAY GRID

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
Grade 1	\$18.45	\$18.87	\$19.29	\$19.73	\$20.17	\$20.62	\$21.09	\$21.56	\$22.05	\$22.54	\$23.05	\$23.57
Grade 2	\$20.67	\$21.13	\$21.61	\$22.09	\$22.59	\$23.10	\$23.62	\$24.15	\$24.69	\$25.25	\$25.82	\$26.40
Grade 3	\$23.15	\$23.67	\$24.20	\$24.74	\$25.30	\$25.87	\$26.45	\$27.05	\$27.66	\$28.28	\$28.91	\$29.56
Grade 4	\$25.92	\$26.51	\$27.10	\$27.71	\$28.34	\$28.97	\$29.63	\$30.29	\$30.97	\$31.67	\$32.38	\$33.11
Grade 5	\$29.03	\$29.69	\$30.36	\$31.04	\$31.74	\$32.45	\$33.18	\$33.93	\$34.69	\$35.47	\$36.27	\$37.09

2.25% between steps, 12% between grades

FY '25 HOURLY PAY GRID + 2% COLA

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
Grade 1	\$18.82	\$19.24	\$19.68	\$20.12	\$20.57	\$21.04	\$21.51	\$21.99	\$22.49	\$22.99	\$23.51	\$24.04
Grade 2	\$21.08	\$21.55	\$22.04	\$22.53	\$23.04	\$23.56	\$24.09	\$24.63	\$25.19	\$25.75	\$26.33	\$26.92
Grade 3	\$23.61	\$24.14	\$24.68	\$25.24	\$25.81	\$26.39	\$26.98	\$27.59	\$28.21	\$28.84	\$29.49	\$30.16
Grade 4	\$26.44	\$27.04	\$27.65	\$28.27	\$28.90	\$29.55	\$30.22	\$30.90	\$31.59	\$32.30	\$33.03	\$33.77
Grade 5	\$29.61	\$30.28	\$30.96	\$31.66	\$32.37	\$33.10	\$33.84	\$34.61	\$35.38	\$36.18	\$37.00	\$37.83

2.25% between steps, 12% between grades

FY '26 HOURLY PAY GRID + 2% COLA

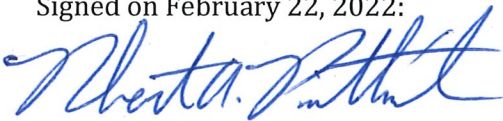
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
Grade 1	\$19.20	\$19.63	\$20.07	\$20.52	\$20.98	\$21.46	\$21.94	\$22.43	\$22.94	\$23.45	\$23.98	\$24.52
Grade 2	\$21.50	\$21.98	\$22.48	\$22.99	\$23.50	\$24.03	\$24.57	\$25.12	\$25.69	\$26.27	\$26.86	\$27.46
Grade 3	\$24.08	\$24.62	\$25.18	\$25.74	\$26.32	\$26.91	\$27.52	\$28.14	\$28.77	\$29.42	\$30.08	\$30.76
Grade 4	\$26.97	\$27.58	\$28.20	\$28.83	\$29.48	\$30.14	\$30.82	\$31.52	\$32.23	\$32.95	\$33.69	\$34.45
Grade 5	\$30.21	\$30.89	\$31.58	\$32.29	\$33.02	\$33.76	\$34.52	\$35.30	\$36.09	\$36.90	\$37.73	\$38.58

2.25% between steps, 12% between grades

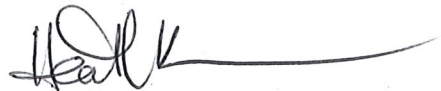
j) Contract Wide – Housekeeping:

Replace “Board of Selectmen” with “Select Board”; Add in Juneteenth Independence Day to the list of holidays (pursuant to June 1, 2021 MOA); Add in Part-Time Water and Sewer Billing Clerk (pursuant to July 12, 2021 MOA); Change Classification for Custodian to Grade 2 (pursuant to October 7, 2021 MOA); Add in Part-Time Administrator Park Department (pursuant to January 9, 2023 MOA); Change “Conservation Administrator” to “Conservation Agent” in Appendix D; Reclassify Van Driver to Grade 2; Reclassify Outreach Coordinator to Grade 3; Change Dept. Assistant - Accountant/Treasurer Hours from 19 to 32; Change Part Time Water and Sewer Billing Clerk to Full Time; Remove Assistant Town Clerk Voter Registration Stipend of \$1,000 (this was for the former position holder only).

Signed on February 22, 2022:



Robert A. Pontbriand
Town Manager



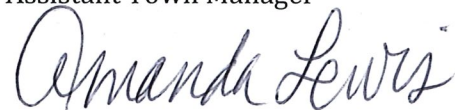
Heather Hampson
President



Carly M. Antonellis
Assistant Town Manager



Alicia Hersey
Vice-President



Amanda U. Lewis
Benefits and Payroll Manager

Gerry Mills
AFSCME 93 Representative