



SELECT BOARD
Executive Session Minutes
March 2, 2022 – 6:45 PM

<https://us02web.zoom.us/j/82608799025?pwd=N0p0dy9QT0paZS9UZEIGeDY3SXRuQT09>

Executive Session

Joe announced that Pursuant to G.L. c. 30A sec 21(a)(2) to ratify the Memorandum of Agreement between the Town of Ashland and the Ashland Police Union. Rollcall vote was taken Brandi Kinsman-aye, Yolanda Greaves-aye, Steve Mitchell-aye, Rob Scherer-aye, and Joe Magnani-aye.

Michael explained they ratified the contract with Ashland Police Union. Wages include a 1% COA and another 1% if the Excise Tax exceeds the prior year tax. This will allow the Town Manager to use discretion to provide the additional 1% even if the Excise Tax does not exceed the prior year. In the 3rd year the union is entitled to a 2% increase. The education incentive has been changed to include online degrees. The education does have to be related to the field they are working in. The Detail rate has been adjusted to pay out same rate for town details and private details. Article 16 has been modified to include fitness for duty.

Yolanda made a motion to ratify the MOU between Town and the Ashland Police Union. This motion was seconded by Brandi, with a vote of Greaves-aye, Kinsman-aye, Mitchell-aye, Scherer-aye and Magnani-aye; 5-0-0.

Yolanda made a motion to adjourn. This motion was seconded by Brandi, with a vote of Greaves-aye, Kinsman-aye, Mitchell-aye, Scherer-aye and Magnani-aye; 5-0-0.

Meeting Materials – Memorandum of Agreement dated 2/28/22

**MEMORANDUM OF AGREEMENT
BY AND BETWEEN
THE TOWN OF ASHLAND AND THE ASHLAND POLICE UNION**

WHEREAS, the parties have met and negotiated regarding a successor Collective Bargaining Agreement ("CBA"), subject to ratification, for the employees of the Ashland Police Union, ("Union"):

NOW, THEREFORE, the employees of the Union and the Town of Ashland ("Town" or "Employer") agree as follows:

1. All terms and provisions of the predecessor Collective Bargaining Agreement that was effective from July 1, 2018 - June 30, 2021 shall, except modified by the terms of this Memorandum, be extended for a three (3) year period from July 1, 2021 - June 30, 2024.
2. Article X-Compensation
 - a. **Section 1. Wages:**
 - i. Effective retroactively from July 1, 2021: there shall be a general increase of one percent (1%) to each step; if the Town of Ashland motor vehicle excise tax revenue for Fiscal Year 2020 is the same or higher than Fiscal Year 2019, there shall be an additional increase of one percent (1%) applied to each step. If the Town of Ashland motor vehicle excise tax revenue for Fiscal Year 2020 calendar year is lower than Fiscal Year 2019 calendar year, the Town Manager may take the option of choosing to apply an additional increase of one percent (1%) to each step.
 - ii. Effective July 1, 2022: there shall be a general increase of one percent (1%) to each step; if the Town of Ashland motor vehicle excise tax revenue for Fiscal Year 2021 is the same or higher than Fiscal Year 2020, there shall be an additional increase of one percent (1%) applied to each step. If the Town of Ashland motor vehicle excise tax revenue for Fiscal Year 2021 calendar year is lower than Fiscal Year 2020, the Town Manager may take the option of choosing to apply an additional increase of one percent (1%) to each step.

**As of the date of this agreement, the Town Manager has decided to take the option to apply an additional increase of one percent (1%) to each step, bringing the total increase to two percent (2%) to each step.*
 - iii. Effective July 1, 2023: There shall be a general increase of two-percent (2%) to each step.
 - b. **Section 10. College degree/credit compensation:** remove section.
 - c. **Section 11. Educational Incentive Programs:**

Revise as follows:

Eligible officers may elect one incentive program under one of the Educational Incentive Programs listed below as follows: (1) officers hired prior to June 1, 2011 may elect EIPA, EIPB or EIPC; and (2) officers hired after June 1, 2011 may elect either EIPB or EIPC.

A. Educational Incentive Program A (EIPA)

Permanent full-time police officers and police sergeants in pay status shall receive additional compensation or the appropriate pro rata share thereof per fiscal year for degrees as provided for in the former "Quinn Bill" statute. The Town will pay 100% of the funding for this educational incentive program. The conditions of the former "Quinn Bill" incentive program as of July 1, 2011, shall remain in effect, including the type of degrees accepted by the Town, the percentages that will be calculated solely on the BASE SALARY of qualified officers; and eligible employees shall receive this compensation weekly based on a 52-week year beginning the first week in July.

B. Educational Incentive Program B (EIPB)

1. Permanent full-time police officers and police sergeants in pay status shall receive additional compensation or the appropriate pro rata share thereof per fiscal year for degrees or credits from accredited colleges or universities according to the following schedule:

Associate's Degree or 60 credit hours:	\$ 800.00
Bachelor's Degree:	\$1,325.00
Master's Degree:	\$1,800.00

2. Such additional compensation shall be paid in two semi-annual lump-sum payments, which shall be made in the paycheck received on the first payday in December and June.

3. Such compensation shall be based on degrees or credits held on January 1st of the previous fiscal year unless the Employee notifies the Chief of by November 1st that the degree or credits will be obtained by the end of the fiscal year, in which case said payments will be pro-rated after the degree is received.

4. Only online degrees from institutions listed in the database of accredited postsecondary institutions and programs, that also have a brick-and-mortar campus, shall be eligible for stipends.

C. Educational Incentive Program C (EIPC)

Permanent full-time police officers and police sergeants in pay status shall receive the following amounts or appropriate pro rata share per fiscal year for

degrees from an accredited educational institution that are agreed to and approved by the Town and the Union. The approved degree must be one of the following related to law enforcement work performed by the Police Department and may be an online degree with special approval by the Town Manager. In order to obtain said approval, an employee must submit a request, in writing, to the Town Manager for consideration. The request must contain the name of the educational institution and the requisite degree. The Town Manager, or his/her designee, shall evaluate the request and provide the employee with a written response within two (2) weeks from the date the request was originally submitted. The Town Manager will evaluate the request based on criteria including, but not limited to, the following:

1. Nationally recognized and ranked program in one of the degrees listed below;
2. Affiliated with a brick and mortar campus;
3. Established school and program, in existence for a minimum of 10 years.

The Town Manager's decision shall be final.

Degrees included: Criminal Justice, Psychology, Law, Forensics, Social Work, MPA or MBA.

Master's or more: \$10,000.00

Bachelor's Degree: \$5,000.00

Associate's Degree: \$2,500.00

3. ARTICLE VIII – Holidays, Section 1: Add Juneteenth to the list of days considered holidays.
4. Article XII-Paid (Private Work) Details
 - a. Effective July 1, 2021 the detail rate for both in-town and private duty details will be time and one-half police sergeant base pay for Step 5.
 - b. Section 5. A strike or hazardous duty detail shall also be compensated at ~~\$1.00~~ \$2.00 per hour above the rate otherwise applicable to that detail.
5. ARTICLE XVI-Sick Leave, Section 4. Fitness for Duty
 - i. Before any officer may return to duty status from an injury leave necessitating an absence of over seven (7) calendar days of missed work, the officer must provide a

letter from their treating provider stating that they are fit and able to return to full duty status. Any restrictions/cautions must be noted in the letter. A copy of this letter is to be submitted to the Chief of Police and Human Resources.

Before any officer may return to duty status from an injury leave necessitating an absence of over thirty (30) calendar days of missed work the officer must satisfy the following safeguards to ensure that they are fully fit to return to their current job assignment, in addition to providing a letter from their treating provider:

- Before the officer is cleared for return to duty, they will be scheduled to see the Designated Town of Ashland Doctor, to evaluate the officer's fitness to return to duty. The evaluation, any report authored by the Town's Doctor, and the request for/review of any medical records by the Town's Doctor shall be narrowly focused in scope and limited to evaluating the officer's fitness for duty as it relates to the issue, as identified by the officer's treating provider, that necessitated the officer's absence. The Town's Doctor shall not provide any medical records provided by the officer, without the officer's explicit written consent. The officer shall provide to the Town Doctor any relevant medical records from the treating provider related to the injury/illness, on request, to aid the Town's Doctor assessing fitness. The appointment with the Town's Doctor will be scheduled by the Town of Ashland Human Resources Department expeditiously. All costs associated by the visit to the Town's Doctor shall be borne by the Town exclusively. The officer will be compensated for the time spent at the appointments with the Town's Doctor in accordance with the pay provisions of the collective bargaining agreement. The officer shall not be required to use any of their accrued leave while awaiting an appointment with the Town Doctor and the resulting medical opinion. The officer shall remain in pay status while awaiting the appointment with the Doctor and the resulting medical opinion.
- Any opinion rendered by the Town's Doctor will be communicated in writing to the Town's Human Resource Department and the officer simultaneously.
- If the Town's Doctor concurs with the findings of the officer's treating provider, then the Town Doctor will communicate this to the Human Resources Department, who will notify the Chief of Police immediately that the officer is fit to return to duty. The Chief will then authorize the officer to return and adjust the shift schedule accordingly. The officer shall suffer no loss of pay and shall not be required to use accrued leave while awaiting the adjustment of the schedule.
- If the Town's Doctor determines that in his/her medical opinion the Officer is not fit to return to full duty, following a review of the records and a physical

examination, the Town's Doctor shall document her conclusions, including specific concerns, recommended treatment, and any recommended follow-up, in writing and the report will be simultaneously conveyed to the officer, the Police Chief, and the Human Resources Department.

- In the event of a conflict between the opinion of the Town's Doctor, and the officer's treating provider, the Union and the Town shall mutually select a neutral physician with expertise in the Officer's illness or injury to conduct an independent medical examination (IME) and render an expert opinion about the officer's fitness for duty. The Town shall bear all costs associated by the IME. The IME shall be scheduled expeditiously by the Town's Human Resources Department. The mutually selected physician shall review the opinion of the officer's provider, the Town's Doctor, a job description, and all relevant medical records. The Union and the Town agree that the mutually selected expert medical opinion shall determine the officer's fitness for duty. The mutually selected physician shall render her opinion in writing and the opinion shall be simultaneously provided to the officer, the Town's Human Resources Department, and the Chief of Police. The officer shall suffer no loss of pay and shall not be required to use any accrued leave while awaiting for the selection of a mutually selected physician, the schedule of the IME, the date of the IME, or the rendering of the IME report.

6. ARTICLE XV-Miscellaneous, Section 8. Personal Appearance

- a. Facial Hair and Tattoos will be allowed as per the bargained department policy.

7. ARTICLE XXV-Shift Bidding, Section 4. Revise as follows:

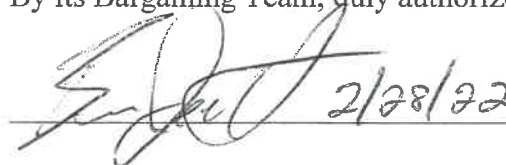
~~"Refusal of a change must be for just and reasonable cause as to be determined by the Board of Selectmen should a dispute arise."~~

IN WITNESS WHEREOF, the Union and the Town, by their authorized representatives, have set their hands to this Memorandum of Agreement on this 25th day of January, 2022.

FOR THE TOWN OF ASHLAND,
By its Town Manager, duly authorized:

 2/20/22

FOR THE UNION,
By its Bargaining Team, duly authorized:

 2/28/22