

AGREEMENT

between

THE TOWN OF WINCHESTER

and

**WINCHESTER POLICE SUPERIOR OFFICERS
ASSOCIATION**

July 1, 2016 – June 30, 2019

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This Agreement made this 1st day of July, 2017 by and between the Town of Winchester, a municipal corporation located in Middlesex County, Massachusetts (herein called the Town), and the Massachusetts Coalition of Police, Local #256, Winchester Police Superior Officers Association, an unincorporated association (herein called the Association).

NOW THEREFORE, the Town and the Association agree as follows:

PREAMBLE

The general intent and purpose of this Agreement is in the mutual interests of the Town and the Association to provide for the quality operation of our Town Police Department and the quality administration of municipal services, under methods which will further to the fullest extent possible the safety, welfare, and health of the inhabitants of the Town of Winchester under conditions which will ensure economy of operation, quality and quantity of performance, upkeep and security of the Town, and the protection of life and property.

By the consummation of the Agreement the parties seek to continue and promote harmonious relations and mutual cooperation between the Town and the Association; to formulate work rules to govern the relationship; to ensure the uninterrupted operation of municipal services; to set forth the Agreement of the Parties with respect to rates of pay, hours of work, and conditions of employment under which Members represented by the Association perform their duties; to provide for an orderly and equitable adjustment of all grievances as herein defined, all with the goal of improving municipal services in the Town of Winchester.

ARTICLE I

Recognition

The Town recognizes the Association as the sole and exclusive bargaining agent of all permanent full-time Sergeants and Lieutenants.

ARTICLE II

Communications

Communications and any legal process intended for the Town shall be received by the Town Manager at the Town Hall, and communications and any legal process intended for the Association shall be received by the President of the Association at the Police Station.

When a negotiated labor agreement is ratified by all parties, the agency's CEO, or designee, will:

- a. Obtain a written, signed copy of the labor agreement;*
- b. Review and amend, if necessary, all written directives and procedures to coincide with the terms of the labor agreement; and*
- c. Disseminate information relative to a new labor agreement, including modifications to existing agreements, to managers and supervisors of bargaining unit employees.*

ARTICLE III

Tours of Duty

Tours of Duty (work shifts) and hours of work shall be as follows:

1. Day Shift 7:00 a.m. to 5:00 p.m.
2. Swing Shift 12:00 noon to 10:00 p.m.
3. Early Shift 4:00 p.m. to 2:00 a.m.
4. Late Shift 10:00 p.m. to 8:00 a.m.

Five minutes prior to the end of each shift will be allowed for cleanup.

Regular tours of duty will be scheduled so that each Association Member will work four (4) consecutive days of duty followed by four (4) days without duty. This schedule shall repeat itself and so continue, regardless of the days of the week upon which the duty days fall.

Staff personnel (Detective, Prosecutor, Officer-in-Charge, etc.) will work Monday through Friday, 8:00 a.m. to 4:00 p.m. or other flex hours to fulfill their duties, with the same number of days off as all other Members of the Association.

Effective January 1, 2007, the annual number of "cd" hours a superior officer must work in calendar year 2007, and each calendar year thereafter, shall be reduced from 115 to 108. However, effective January 1, 2007, Lieutenants assigned to Line Patrol Commander shall no longer be permitted to reduce their "cd" hour requirement by a "15-minute" per day administrative credit.

If an officer fails to work any required CD hours by December 31st, the Chief of Police, in his sole discretion, may add the balance to the officer's following year's requirement or deduct this balance from the officer's accrued vacation leave balance.

ARTICLE IV

Association Dues and Agency Fee

- A. Association Dues: Effective January, 1986 and during the life of this Agreement, and in accordance with the terms of the form of authorization of check-off of dues hereinafter set forth, the Town agrees to deduct Association membership dues, levied in accordance with the Constitution of the Association, from the pay of each Employee who executes such form and remit the aggregate amount to the Treasurer of the Association along with a list of Employees who have had paid dues deducted. Such remittance shall be made by the tenth (10th) day of the succeeding month. The Association will provide a security bond satisfactory to the Town Treasurer as provided by law before any check-off becomes effective. (General Laws Chapter 180, Section 17A).
- B. Agency Service Fee: Pursuant to General Law Chapter 150E, Section 12 it shall be a condition of employment that on or after the thirtieth (30th) day of employment in the Bargaining Unit or the effective date of this Agreement, whichever is later, each and every Member of the Bargaining Unit shall pay to the Association an agency fee which shall be proportionately commensurate with the cost of collective bargaining and contract administration. The agency service fee shall be deducted from each paycheck.

ARTICLE V

Compensation

- A. Salary Rates: Effective July 1, 1990 two steps are added to the salary plan. Eligibility for Step 3 shall be 48 months in rank, and eligibility for Step 4 (Maximum) shall be 72 months in rank. See Salary Schedules Appendix A.

Base wage increases based on following schedule:

Salary rates shall be increased as follows:

FY2017	July 1, 2016	2% (retroactive)
FY2018	July 1, 2017	2% (retroactive)
FY2018	January 1, 2018	.5%
FY2019	July 1, 2018	2%
FY2019	June 30, 2019	.75%

- B. Specialist Compensation: Effective July 1, 2014, the following positions in the Department are considered as Specialists and shall receive the stipend indicated:

Lieutenant-in-Charge	from 9.75% to 10%
Investigator	from 7.5% to 8%
Juvenile Officer	from 7.5% to 8%
Safety Officer	from 8% to 8%
Identification Officer	from 7.5% to 8%
K-9 Officer	from 7.5% to 8%
Prosecutor	from 7.5% to 8

School Resource Officer (SRO) Stipend to be 8% (Retroactive to July 1, 2017 upon Town Meeting ratification).

Effective July 1, 2018 the Compensation Schedule shall be adjusted accordingly: the then applicable (i.e. with all base wage increases up and through July 1, 2018 Step II shall become the new minimum Step for each Grade / Title. Step III shall become Step II and Step IV shall become Step III. A new Step IV shall be added with the same % differential between Step III and Step IV for each Grade/ Title

Retroactive to July 1, 2006, each Lieutenant's step shall be fifteen percent higher than the corresponding step of the Sergeant's salary schedule. In future years it is understood that this 15 percent "rank differential" shall be maintained.

Upon making Sergeant Max Step officers will continue to receive Rank Differential of their base in effect at that time. Said compensation shall be included in base pay for the purpose of calculating the EMT stipend and Longevity payment.

Rank Differential:

Rank Differential shall be adjusted as follows:

July 1, 2013	from 2.3% to 2.8% (Retroactive)
July 1, 2014	from 2.8% to 3.05%
July 1, 2015	from 3.05% to 3.30%

ARTICLE VI

Compensation Upon Promotion

When an Employee is permanently promoted to a higher job classification the Employee will receive the minimum rate range for the new job. If, however, the Employee's old rate on the salary schedule is higher than the minimum rate on the salary schedule for the new job the Employee will receive the lowest step rate which is higher than his present rate. Future step rate increases (to the maximum of the range) will be given as provided in Article VII.

ARTICLE VII

Step Rate Increases

Effective at 11:59 pm on June 30, 2006, the step schedule shall be changed to reflect the following:

Sergeants / Lieutenants will move from Step 2 to Step 3 after 1 year at Step 2.

Sergeants / Lieutenants will move from Step 3 to Step 4, 2 years after being at Step 3.

Step rate increase procedures for all Employees covered by this Agreement are as follows:

- A. Individual advancement shall be for merit and not for length of service. The amount of the increase shall follow the step rate schedule for the job classification to which the Employee has been assigned.
- B. After review by the Police Chief that performance on the job has been satisfactory and approval by the Town Manager, Employees will receive a step rate increase each year (to the maximum of the range) on the anniversary of permanent employment with the Town or anniversary of the last promotion, whichever is the more recent.
- C. Upon recommendation by the Police Chief and the Town Manager step rate increases may be granted earlier or later than the time stated in B. This recommendation shall be supported by evidence in writing of special reasons or exceptional circumstances and sent to the Personnel Board for approval at least two weeks before the recommended effective date.
- D. As a matter of sound personnel practice, the Police Chief or his designee shall discuss with each Employee individual progress and performance. This performance and review process shall follow the chain of command. This interview is a convenient time to notify and Employee of the reasons that he is receiving or not receiving a step rate increase.

ARTICLE VIII

Service Increments

Service increments shall be paid to eligible Employees upon completion of 5, 10, 15, and 20 years of service. The anniversary date of appointment as a Police Officer shall be used in computing years of service. Service increments shall be added to and computed as part of the base wage.

Effective July 1, 2017	<u>5 years</u>	<u>10 years</u>	<u>15 years</u>	<u>20 years</u>	<u>25 years</u>
	\$1,000	\$1,300	\$1,650	\$2,000	\$2,400

Effective June 30, 2006, officers who have completed twenty-five years of service will receive the lesser of the following: \$2225., or a sum which is equal to 2.75% of the annual base salary paid to a Lieutenant on Step 4.

* The 25-year increment shall be 2.75% or \$2,225., whichever is less. In no event, however, shall the increment be less than \$1,835.

ARTICLE IX

Special Duty Detail Assignment

- A. Municipal: The rate of pay will be at second step S-1 Sergeant, time and one half the hourly rate.
- B. Outside: Effective on the date that the Collective Bargaining Agreement is approved by Town Meeting, Special Duty Details shall be paid in accordance with the following standard:

Non-Municipal: Rate of pay will be 1½ times the hourly rate of a L1, Step III Lieutenant, in accordance with the contract between the Town and the Massachusetts Coalition of Police, Local 256.

- C. All details on Thanksgiving Day, Christmas Eve (after 6pm), Christmas Day, New Year's Day, New Year's Eve (after 6pm) to be paid at a rate of double the detail rate as specified in Section A & B, , with a four (4) hour minimum payment. Sergeants to be paid fifty (50) cents per hour and Lieutenants to be paid one (1) dollar per hour more, only when in charge of a detail or complement consisting of four (4) or more Police Officers.

Strike Details to be paid at a time and one half of the detail rate specified in Section A with a four (4) hour minimum payment. Two Officers will be assigned to a Strike Detail. Strike Details on Thanksgiving Day, Christmas Eve (after 6pm), Christmas Day, New Year's Eve (after 6pm) and New Year's Day to be paid at double the detail rate as specified in Section A & B.

For details started after midnight or if detail continues for four (4) hours after midnight, time worked after midnight shall be paid at time and one-half of the detail the detail rate as specified in Section A & B, except on Thanksgiving Day, Christmas Day and New Year's Day. All details in excess of eight (8) hours shall be paid at time and one half the detail rate as specified in Section A, except for Thanksgiving Day, Christmas Eve (after 6pm), Christmas Day, New Year's Eve (after 6pm) and New Year's Day.

Eight (8) hours minimum will be paid after four hours for non-municipal details and four (4) hours minimum will be paid for all details.

- D. All special duty details will be distributed on a fair and equitable basis.

All special duty details will be assigned by seniority according to rank.

“All bargaining unit members will be allowed to work Special Duty details. Special Duty details will not be worked by anyone other than full-time permanent Police Officers, except that the Chief of Police, within his sole discretion, may establish eligibility for retired police officers from the Town of Winchester who may be eligible to work details, subject to eligibility standards established by the Chief of assigned details after all full-time officers are provided an opportunity for assignment.”

- E. All Officers will be allowed to work out-of-town details in accordance with guidelines set forth by the Chief of Police.

ARTICLE X

Court Time

- A. Employees shall be paid for attending hearings and for court appearances in their official capacity at the rate of time and one half. A minimum of four (4) hours shall be paid for any appearance.

- B. Employees shall be paid for one (1) additional half hour or one (1) additional hour for early arrival and presence in District Court or Superior Court respectively.

ARTICLE XI

Employee Benefits

- A. Self-Improvement Program: Effective July 1, 1989 employees covered by this Agreement shall be eligible for education benefits in accordance with the provisions of General Laws Chapter 41, Section 108L (Quinn Bill). No employee hired after July 1, 2009 may participate in the "Quinn Bill" unless "grandfathered" in accordance with law.

Effective July 1, 2009, For Officers hired post 7/1/2009 - Upon making rank and who have been in the SIP program or qualify for the SIP will receive a fixed sum equivalent to the Town's share of Quinn Bill benefits based on the maximum step. Superior Officers who obtain an accredited degree from a program recognized by the Quinn Bill requirements shall receive a fixed benefit of 5%, 10% and 12.5% respectively.

- B. Benefit Incentive Program: Any Officer who has accumulated on January 1 of any year at least 90 (ninety) sick days shall sell back to the Town at a full day's rate of (S-1/L-2) base pay plus education incentive any sick days in addition to his 90 but not to exceed 15 (fifteen) days per calendar period. An officer cannot sell back any sick time accumulated in their bank.

A qualifying officer shall sell back the remainder of the 15 days after the end of the calendar year. All approved requests will be processed so that payment can be made by the first pay date in February.

An officer will receive 15 (fifteen) sick days annually beginning January 1 of each year.

In the case of an employee who leaves the Department for retirement or other purposes, that portion of sick time buyback will be prorated for that calendar year to time actually worked.

ARTICLE XII

Emergency Medical Technician (EMT)

For those members of this bargaining unit who have a valid EMT certificate on the effective date of this Agreement and who maintain said certification for the duration of this Agreement the annual stipend will be as follows:

Effective July 1, 2005, the EMT Stipend shall be changed so that it is equal to 2.5% of base or \$1,300 whichever is greater.

These payments will be included in the officer's base wages S-2 and L-2.

ARTICLE XIII

Vacations

- A. Employees who have actually worked fifteen (15) weeks in the aggregate during the twelve months preceding June 1 shall be eligible for vacation according to the following schedule:

15 weeks to 17 weeks - 1 week

Additional days of vacation will be added at the rate of one day for each three weeks of additional length of service after fifteen (15) weeks and up to thirty (30) weeks. For example, for all permanent Employees:

1 day for 18 weeks actual work
2 days for 21 weeks actual work
3 days for 24 weeks actual work
4 days for 27 weeks actual work
2 weeks for 30 weeks to 5 years
3 weeks for 6 to 10 years
4 weeks for 11 years and over

At the completion of the 15th year a member will accrue one additional day for each year completed of service until completion of the 20th year. Utilization of the additional vacation days shall have no overtime impact to the Town for the duration of this Agreement. This additional benefit shall commence effective January 1, 1998.

- B. Eligibility for both the three-week and four-week vacation commences January 1 of the calendar year in which the fifth and tenth year of service anniversary occurs.
- C. Vacations are scheduled under the direction of the Police Chief. Whenever possible the vacation period should follow an Employee's preference, subject to work requirements and seniority. Employees entitled to more than two weeks vacation may be required to split their vacation in light of work-load requirements.
- D. Length of service as referred to above means total service in the employ of the Town not necessarily continuous. If a permanent Employee has previously been a part-time Employee he will receive proportional credit for the part-time employment toward this "service".
- Leave of absence for active duty in the Armed Forces will be credited as "service".
- E. Vacations should not be accumulated from year to year. Exception may be made for Employees with five (5) years or more service upon the recommendation of the Police Chief and approval of the Town Manager if submitted a reasonable time in advance.

- F. An Employee who meets work qualifications shall not lose his earned vacation pay if incapacitated because of an injury or illness incurred in the line of duty. In such cases his vacation shall be carried over to the following year.
- G. Whenever the employment of a person is terminated during the year by dismissal through no fault or delinquency on his part or by resignation, retirement, or death, he or his estate shall be paid, at the regular rate of compensation payable to him at the termination of his employment, an amount in lieu of his unused vacation leave.
- H. Effective January 1, 1980 a vacation week shall be defined as five (5) regularly scheduled working days.

ARTICLE XIV

Holidays and Overtime

For each of the eleven designated holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Patriots' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day Employees shall be entitled to an additional day's compensation regardless of their duty status, except that:

1. If an Employee is regularly scheduled to work on a holiday and does not work for any reason other than incapacity because of injury or illness incurred in the line of duty, emergency leave, or court leave, his holiday leave will be forfeited.
2. If an Employee is not scheduled to work on a holiday and is called in for extra duty, he shall receive compensation for the extra tour of duty at time and one half in addition to his holiday pay.
3. In lieu of holidays during vacation an Employee shall be paid for the same in cash at his regular rate.

Extra Duty (Overtime)

- A. For actual time worked in addition to his regular tour of duty an Employee shall be paid at a rate of time and one half. If Employee works over 15 minutes to 30 minutes he will receive 1/2 hour overtime pay; if Employee works over 30 minutes to 60 minutes he will receive one hour overtime pay. At the Chief's discretion time off may be granted in lieu of pay. Holidays paid for but not worked and occupational sick leave shall be counted as time worked.
- B. Personnel required to make off-duty appearance at a District Court or Superior Court shall be paid at a rate of time and one half. Payment for such appearances is a minimum of four hours and is to be made in lieu of witness fees or compensatory time off.
- C. Employees will be granted additional time off after four half-day mandatory training sessions per year on off-duty programs. Such time off shall be granted at the discretion of the Chief of Police based on a four-hour minimum.

The provision of the foregoing section shall not apply to departmental specialists when recalled on an extra duty basis to perform these specialties. Such specialists are so entitled only when they are serving as replacements in their own departments or when being compensated for holidays occurring during vacation or emergency recall, as set forth in the above section of this Article.

NOTE: Payment for duty performed as per the provisions of this Article shall be on the basis that one day's pay equals one-fifth of a week's compensation, except as otherwise specified.

ARTICLE XV

Sick Leave

A. Non-Occupational Sick Leave

1. For the first year of employment, Employees will accumulate sick leave at a rate of 1-1/4 days of base pay for each calendar month actually worked, up to a total of ninety (90) days credit. Only duty days taken as sick leave will be deducted from accumulated credits.
2. All full-time permanent Employees having completed one year's service may be advanced sick leave up to fifteen (15) days of the current year's allotment, provided they have actually worked or have been on authorized leave on or after the first working day of that current calendar year.
3. The Police Chief or his designee will investigate and ascertain the validity of any request for non-occupational sick leave made by an Employee and will approve the same, if he is satisfied as to the validity of such request. A physician's certificate will be furnished to the Chief at his request.
4. Earned sick leave in excess of 90 days will be handled in accordance with
**Section 14-4. However, credits for banked sick time earned prior to July 1, 1986 shall be maintained in accordance with the following:

In determining whether "banked" sick leave extension will be granted prior attendance, prior use of sick leave benefits, and employee performance will be considered. Under extenuating circumstances and upon the recommendation of the Police Chief and after approval of both the Town Manager and the Personnel Board extension of unearned paid sick leave, upon such terms as both the Town Manager and the Personnel Board deem appropriate, may be granted.

- B. Occupational Sick Leave: When an Employee is incapacitated because of injury sustained in the performance of his duty without fault of his own he shall be granted leave without loss of pay for the period of such incapacity. (G.L. Chapter 41, Section 111F)
- C. Medical Examination: An Employee who is absent on sick leave or because of duty-connected injury or illness for five (5) or more days upon his return to work is required to submit to a medical examination by a duly qualified physician selected by the Police Chief, unless said Employee submits a certificate from his personal physician indicating the nature of the illness or injury and that the Employee is physically capable of returning to duty and said certificate is acceptable to the Police Chief.

The expense for a medical examination by a duly qualified physician selected by the Police Chief in compliance with this section shall be borne by the Department.

Any regular scheduled time unavoidably lost as a result of a required attendance at such examination shall be paid for as regular time worked. Such examination may be similarly required for absence of less than five days. An Employee hospitalized overnight due to the injury or illness shall arrange with the Police Chief for the medical examination prior to his returning to work.

The requirements of this section may be waived by the Police Chief with the concurrence of the Town Manager.

Any officer leaving a tour of duty sick shall be charged on a pro-rata basis for time taken off.

ARTICLE XVI

Other Leaves

- A. Emergency Leave: At the discretion of the Police Chief, an Employee may be excused for periods not to exceed three (3) days with full pay for reasons of emergency such as but not limited to serious illness or death in the immediate family defined as spouse, child, mother, father, brothers, sisters in fact or in law, for close relatives residing with the Employee, grandparents, stepchild, stepmother, stepfather, stepbrother, or stepsister. In case of grandparents not living with an Employee the said discretionary emergency leave shall not exceed one (1) day with full pay. Such leave shall not be unreasonably withheld.

Under unusual conditions extension of time may be granted. A report of such extensions, with the reason therefore, will be made promptly to the Town Manager.

- B. Court Leave: Court leave of absence will be granted by the Police Chief to an Employee who is called to serve upon the jury or is summoned to appear in court as a witness in a court proceeding not related to his official capacities. The difference between any fees received therefore and his regular rate of compensation will be paid by the Town. Such leave will be granted only for the period of such jury service or for the period during which the employee is required to be in court as a witness. This provision does not apply to any court proceedings related to the Employee's official duties as a Winchester Police Officer.
- C. Military Leave: Employees who serve in the Armed Forces of the Commonwealth or as members of a reserve component of the Armed Forces of the United States under orders will be allowed the difference between the base pay they may receive for such service and their regular rate of compensation from the Town for a period of not more than seventeen (17) calendar days of military leave attributable to their annual tour of military duty. (G.L. Chapter 33, Section 50)

Employees shall be entitled, during the time of their service in the Armed Forces of the Commonwealth or during their tour of duty as a member of a reserve component of the Armed Forces of the United States, to be released from work, without compensation, in order to attend assigned weekly and weekend drills which require absence from the Employee's normally scheduled work tour. Such releases from work shall not affect an Employee's leave of absence or vacation with pay, and the Employee shall receive the same leave of absence or vacation with pay given to other like employees or officials. (G.L. Chapter 33, Section 59A)

- D. Convention Leave: Any Employee who is a delegate or alternate to a state or national convention of a veteran's organization chartered by the Congress of the United States may, when authorized by the Town Manager, attend such convention without loss of pay or vacation leave. (G.L. Chapter 41, Section 111J)
- E. Funeral or Memorial Service Leave: An Employee who is a veteran may, with the approval of the Town Manager, attend, without loss of pay, the funeral or memorial service of another veteran or any person dying under other than dishonorable circumstances while serving in the armed forces. (G.L. Chapter 41, section 111C)

For the purpose of representation at the funeral of a departmental employee, the Police Chief shall select two Employees to attend without loss of pay for a period not to exceed five (5) hours in the event of a morning funeral, and not to exceed three (3) hours in the event of an afternoon funeral.

- F. Unpaid Leave of Absence: Unpaid leave of absence for personal reasons may be granted by the Police Chief for periods not to exceed two (2) weeks. Requests for longer unpaid leaves of absence require prior approval of the Town Manager and the Personnel Board.
- G. Personal Days: Each Employee covered by this Agreement shall be eligible for three (3) personal days each year. Staff personnel (Detective, Prosecutor, Officer-in-Charge, etc.) shall be eligible for one additional personal day (for a total of three). The scheduling of these days shall be at the discretion of the Police Chief.

Effective for Fiscal Year 2018 however only two (2) personal days may be scheduled until Town Meeting ratification).

Specialist and Detectives will receive an additional eight (8) hours of compensatory time.

ARTICLE XVII

Light Duty

An Employee recovering from incapacity covered by G.L. Chapter 41, Section 111F may be assigned by the Chief to light or limited duty not inconsistent with the Employee's degree of recovery and recuperation.

In the event the Employee disputes such assignment he may submit medical evidence from his or her physician. The Employee's physician's report will be reviewed by the Town's medical designee. In the event of a continuing dispute concerning the Employee's ability to perform light or limited duty the question will be referred to a third medical expert selected jointly by the Town's medical designee and the Employee's doctor. The third medical expert will have access to all relevant medical records of the Employee, and his/her opinion concerning the employee's ability to perform light or limited duty shall be binding on all concerned.

Any assignment under this provision shall be within the range of duties normally performed by Winchester police officers.

ARTICLE XVIII

Clothing Allowance and Repairs

The Town agrees to supply all clothing and work attire, including black police boots. The Town further agrees to make any and all reasonable replacements of the above items and to pay for any reasonable repairs to said clothing and work attire.

It is expressly understood that the Chief of Police reserves the right to restrict or limit the wearing of jewelry, piercing, uniform adornments, etc., to name a few, where he/she concludes in his or her sole opinion, that the item(s) in question impact negatively upon the image or effectiveness of the Department.

ARTICLE XIX

Group Health and Life Insurance Benefits

The Town will provide and pay 50% of the cost, for all Employees eligible for coverage under provision of G.L. Chapter 32B, Group Insurance covering:

1. Life and Accidental Death and Dismemberment
2. Hospitalization, Surgical, Medical, and Extended Benefits
3. Medicare

Present policy may be amended by authority of the Board of Selectmen.

Effective July 1, 2005, the employee premium contributions for health insurance shall be changed as follows:

Persons covered by the Individual Plan(s) shall pay 15% of the premium for HMO Blue and Harvard Pilgrim Health Care (HPHC)

Persons covered by the Harvard Pilgrim Family Plan shall pay 21% of the premium.

Effective July 1, 2010 acceptance of the Health Care Plan Design Changes and withdrawal of the grievance filed.

Acceptance of 75% / 25% split on Health Care Premiums on July 1, 2010. Payment of the new premium to commence subject to the receipt of the retroactive and differential payment.

ARTICLE XX

Grievance Procedure

The term "grievance" as used in this Agreement shall be defined as a complaint involving only an alleged specific and direct violation of express language of a specific provision of this Agreement.

There shall be an Executive Board (E Board) consisting of a chairman who shall be the President of the Association (if the President is not available the Vice-President will take the place of the President, if the Vice-President is not available the Secretary will take the place of the President), two superior Officers, one Sergeant, one Lieutenant, and one alternate.

Step 1: An Employee or the Association having a grievance or complaint must first take said grievance through the chain of command to the Superior Officer in charge of the Patrol division, or if not in the Patrol division to the head of his respective department. If the grievance is not resolved at this step, Step 2 shall be followed.

Step 2: An Employee or the Association having gone through Step 1 will then take the grievance to the E Board in writing (typed if possible). Within five (5) days the E Board will hold a meeting and rule on the grievance. If the decision is unfavorable the Employee may, within three (3) days, notify the Secretary of the Association and request a special meeting of the membership. Said meeting shall be held within five (5) days. If the Association body's vote is unfavorable, the Association will not sanction any further action. This will not preclude the Employee from going on to the next step.

Step 3: If the Employee or Association is not satisfied with the decision of the Superior Officer of the Patrol division or the appropriate supervisor he may, within five (5) days, put his grievance in writing (typed if possible) and submit it to the Chief or his designee with one copy to the Association. The Chief shall meet with the Employee and E Board member(s).

Step 4: The Employee or Association, if not satisfied with the Chief's decision, may file a formal written appeal to the Town Manager within five (5) days of the Chief's decision. The Town Manager shall render his decision in writing within five (5) days after meeting with the parties concerned.

Step 5: The decision of the Town Manager, if not acceptable to the Employee or the Association, may be appealed to the State Board of Arbitration of the American Arbitration Association within ten (10) days of the Town Manager's decision. The decision of the arbitrator shall be final and binding on all parties to this Agreement.

Step 6: The grievance procedure must be started within thirty (30) days of its occurrence or this procedure shall not be available.

A. The Employee, when discussing his grievance with Management, may be accompanied by a member of his choice of the Association.

- B. The above time limits may be extended as necessary by mutual agreement.
- C. The Employee when processing a grievance or an Employee when acting as a witness in a formal grievance meeting under Step 3, 4, or 5 shall be granted reasonable time off with pay or time owed if scheduled for duty at such time.
- D. Notwithstanding anything to the contrary, no dispute or controversy shall be subject for arbitration unless it involves an alleged specific and direct violation of express language of a specific provision of this Agreement. The grievance filed in arbitration shall be consistent with the written statement of grievance filed at Step 1. The arbitrator shall have no power to add to, subtract from, or modify any of this Agreement. The parties are agreed that no restrictions are intended on the rights and powers of the Employer except those specifically and directly set forth in express language in specific provisions of the Agreement. The arbitrator shall arrive at his decision solely upon the facts, evidence, and contentions as presented by the parties during the arbitration proceedings.
- E. No arbitrator shall have the power or authority (1) to make any decision which is inconsistent with applicable law, or (2) to make any award retroactive beyond fifteen (15) days prior to (a) the date on which the grievance was first discussed at Step 1 or (b) if Step 1 was bypassed, the date on which the grievance was first submitted at a subsequent level.

ARTICLE XXI

Management Rights

- A. The Town shall not be deemed to be limited in any way by this Agreement in the performance of the regular and customary functions of municipal management and reserves and retains all powers, authority, and prerogatives including, without limitation, the exclusive right of the Town or its duly designated agent to issue reasonable rules and regulation governing the operation of the Police Department, including the right to direct, assign, transfer, hire, promote, and retain Employees for the Police Department and to suspend, demote, and discharge Employees; to relieve Employees from duties because of lack of work or for other legitimate reasons; to maintain the efficiency of the operations entrusted to them, to determine the methods, means, and personnel by which such operations are to be conducted, and to take whatever actions may be necessary to carry out the mission of the Police Department. Nothing in this Agreement shall in any way diminish or derogate from the powers, duties, and responsibilities entrusted to the Town and the Police Chief as set forth in State statutes.

Further, no Employee shall be suspended, demoted, or discharged except for just cause, and then only under the provisions of applicable law.

- B. The management of the Town may annually require all Employees to have a physical examination by a Town-designated physician to identify potential health problems. The examination shall be at Town expense, and reasonable efforts will be made to schedule it for on-duty time.

ARTICLE XXII

Miscellaneous

The Union acknowledges the benefits that formal certification and accreditation of the Winchester Police Department creates. The Union shall cooperate to the extent possible to meet the requirements of certification and accreditation including, but not limited to, waiving its right to grieve the modification of any policies and procedures of the Department designed primarily to achieve these requirements.

- A. The Association shall be allowed reasonable use of bulletin boards in the Police Station to be used for official Association business.
- B. Copies of general order, special orders, and personnel orders shall be supplied to the Association upon request, and copies of such orders issued subsequent to the effective date of the Agreement shall be supplied to the Association at the time of issuance.
- C. The Members of the Association shall be allowed, with the approval of the Chief or his designee, to swap, substitute, or exchange shifts (tours of duty) with other Members of the Association. Such requests shall be made in writing twenty-four (24) hours before whenever possible.

Swap, substitute, or exchanged shifts shall not be considered overtime unless it is a specifically assigned overtime shift.

ARTICLE XXIII

Stability of Agreement

No amendment, change, modification, or revision of the terms or provisions of this Agreement shall bind the parties hereto unless made and executed in writing by said parties.

Nothing in this Agreement shall be deemed to require the parties to reopen negotiations during the life of this contract.

ARTICLE XXIV

Savings Clause

Should any provision of this Agreement or any supplement thereto be held invalid by any court of competent jurisdiction, or if compliance with or enforcement of any such provision should be restrained by any court, all other provisions of this Agreement and any supplement thereto shall remain enforced.

ARTICLE XXV

Scope

This Agreement incorporates the entire understanding of both parties on all items which were or could have been subjects for negotiation. Accordingly, when a conflict arises between the contract language and the Personnel Policy Guide and/or the Police Department rules and regulations the contract shall prevail. This Agreement is a complete agreement, and the relations between the parties shall be governed by the terms of this Agreement only.

ARTICLE XXVI

Night Shift Differential

A nighttime differential stipend in the amount of four and one quarter percent (5%) of an Employee's daily regular straight time pay rate will be paid to those Employees who actually work a night shift.

Effective January 1, 2018 – Delete: Effective July 1, 2011, an additional .05% Night Differential Increase. Total Night Differential is 4.30%.

ARTICLE XXVII

Substance Abuse

It is agreed and understood that, as public employees, those covered by this Agreement are held to a high standard of conduct and performance, which is incompatible with the use of illegal substances or the abuse of alcohol. Use of illegal substances or alcohol by employees during working hours may be grounds for immediate dismissal. Whenever the Town has just cause to suspect an employee is under the influence of illegal substances or alcohol while on duty, the Town may require the employee to undergo appropriate testing. The Town shall bear the cost of any and all required testing. Any and all testing under this Article shall be undertaken in confidence, to the extent practicable. While awaiting the results of any required testing, the employee shall be on unpaid administrative leave or may utilize accrued vacation leave, whichever the employee chooses. In the event any required testing yields a negative result, the employee shall be made whole.

Effective no later than July 1, 2008, the Town shall implement a program to randomly test employees for the presence of drugs. The standards and protocol for testing shall be incorporated within a document entitled Drug Testing Policy for Police Officers in the Winchester Police Department which is attached hereto. The essential terms and conditions of this program include the following provisions;

- A. No more than 25% of employees in the bargaining unit shall be subject to random drug testing annually.
- B. Any employee found in violation of the policy shall be immediately suspended with pay. If the employee is unable to return to work for a period greater than three weeks, he/she shall be suspended without pay. An employee shall be permitted to use accrued vacation, personal and sick leave during any unpaid absence.
- C. If an employee tests positive, they may not return to duty without the approval of a certified Substance Abuse Professional (SAP) and an acceptable return to duty test.
- D. Any employee who returns to duty following a violation shall be subject to random testing for a period of up to two years at a frequency determined by the SAP. If, during this period, an employee tests positive, their employment shall be terminated.
- E. All costs associated with violation of this policy including, but not limited to, evaluation, counseling and follow-up testing shall be borne by the employee. In the event that a "split-sample" test overturns the violation or other legitimate circumstances arise that invalidate the violation, such costs shall be reimbursed.
- F. If, after the two-year period of follow-up testing, an employee does not test positive for drugs, their initial violation shall be considered not to have occurred.

- G. The Town shall contract with Foley Services, Inc. of Glastonbury, Connecticut, a professional and certified company, to perform the testing and all follow-up services, If the Town decides to terminate the services of Foley Services, Inc., the Union will be permitted to participate in the process to select an alternative vendor.
- H. The Town shall take all reasonable measures necessary to protect the confidentiality of employees. To the extent possible, the location of testing shall be within the Winchester Police Department Facility.
- I. Before this testing program can be implemented, a complete policy detailing the protocol and procedures shall be developed and distributed to employees and reasonable education efforts shall be made.

ARTICLE XXVIII

Sick Leave Reduction Incentive

An employee who has averaged no more than 5 sick days a year for the 7 years prior to retirement and has taken no more than 15 days in the last year prior to retirement, shall be eligible to cash-in 50% of the days of their remaining sick days up to a maximum of \$16,500 upon retirement. Said days shall be paid at a full days rate of base (S-1 or L-1, whichever is applicable) plus education incentive.

Employees who use more than 15 days of sick leave for 2 consecutive years shall be ineligible for longevity payments and shall have their annual sick leave allowance reduced to 10 days. After one year in which sick leave usage is reduced to no more than 5 days, such longevity payments and 15-day sick leave allowance shall be restored. The Chief may waive the provisions of this paragraph in extraordinary cases when the Chief deems it appropriate.

Master Superior Officer Program

Effective July 1, 2015, a Master Superior Officer Plan in accordance with Appendix A shall be available to employees of the unit. This provision shall be codified as ARTICLE XXIX. The current ARTICLE XXXIX shall become Article XXX as provided for in III hereinafter.

Article XXIX

Master Superior Officer Plan

1. The designation of Master Superior Officer shall be established and upon approval of the Chief of Police, made available to any officer in good standing, with a full sick leave bank accrual and at least 27 years of service and will be 50 years of age during their first year as a Master Superior officer. In exceptional circumstance, an officer may enter the Master Superior officer program prior to these requirements upon the recommendation of the Chief of Police and approval from the Town Manager.
2. Upon approval of the Chief of Police, a Master Superior Officer shall serve in any capacity to further the administration of the Department, such as but not limited to; Lieutenant-In-Charge, Detective, Network Maintenance Officer, Equipment Maintenance Officer, Cruiser Maintenance Officer, Training Officer, Safety Officer, et. These addition duties will receive compensation as defined in paragraph #3.
3. The Lieutenant-In-Charge will make recommendations to the Chief regarding any officer seeking to become a Master Superior Officer and will review the performance of each Master Superior Officer on an annual basis. A Master Superior Officer shall be eligible to receive up to two additional annual step increases entitled Master Superior Officer I and II. The value of Master Superior Officer I shall be equivalent to the percentage increase from step III to the maximum step of the compensation schedule. The value of Master Superior Officer II shall be 3% above Master Superior Officer I. However, for the purpose of calculating longevity, EMT, S.I.P., Holiday Pay, etc., the maximum step as specified in the contract shall be used. Once the officer begins to receive Maser Superior Officer step increases, they shall waive their eligibility to receive annual sick leave reduction incentive compensation within Article XI, Section B, of the Agreement. An officer must provide the Town with advance notice of his/her desire to participate in the program.
4. The Chief of Police may within his sole discretion remove an employee from the Master Superior Officer program if the employee fails to abide to the conditions of this article, maintain an adequate sick leave bank, fails to perform their assigned duties adequately, or for any other reason fails to remain in good standing with the Department or fails to abide by any verbal commitment agreed upon between the Chief and the Master Superior Officer.
5. A Master Superior Officer will have 3 hours of CD Time added to his annual obligation. No more than One Lieutenant and One Sergeant will be assigned as a Master Superior Officer at a given time.

Article XXX

Duration and Effective Date of Agreement

This Agreement shall be effective as of July 1, 2016 shall continue in full force and effect until and including June 30, 2019 and from day to day thereafter until a new Agreement shall be negotiated and executed by the parties thereto.

In the event that another Municipal collective bargaining unit under the jurisdiction of the Selectmen settles a contract, and that contract is funded by Town Meeting for a percentage settlement higher than this Agreement, the parties agree to a wage reopener at the request of the Union. The funding of any modified agreement would be subject to ratification by both parties and approval at Town Meeting. The parties agree that this paragraph shall not apply to any contracts covering bargaining units under the jurisdiction of the School Committee.

On or after November 1, 2018 the Association or the Town may notify the other party of its intention to commence bargaining for a new Agreement to take effect on July 1, 2019, the day on which this agreement expires, and the parties shall proceed forthwith to bargain collectively with respect thereto. Upon notification under this Article the Association or the Town shall, within thirty (30) days of said notification, provide the other party with a copy of its proposals by delivery of same to the Board of Selectmen or the President of the Association.

This Agreement is subject to funding by Town Meeting.

In witness thereof, the undersigned have set their hands and seals this _____ day of

TOWN OF WINCHESTER

WINCHESTER POLICE SUPERIOR OFFICERS ASSOCIATION

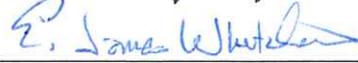


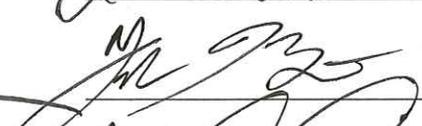
















SCHEDULE 9

Police Superior Officers Compensation Schedule -- FY17 - July 1, 2016

Compensation Grade/Title	Minimum	II	III	Maximum
S-1 Sergeant Base	58,025	60,463	63,002	65,646
S-2 Sergeant Base & EMT	59,476	61,975	64,577	67,288
S-3 Sergeant Base & Specialist	62,666	65,299	68,042	70,898
S-4 Sergeant Base & Specialist & EMT	64,117	66,811	69,617	72,539
L-1 Lieutenant Base	66,728	69,531	72,451	75,494
L-2 Lieutenant Base & EMT	68,396	71,271	74,263	77,380
L-3 Lieutenant Base & Specialist	72,066	75,094	78,248	81,533
L-4 Lieutenant Base & Specialist & EMT	73,735	76,832	80,059	83,420

The preceding rates reflect a 2% adjustment over FY16 January rates.

FY17 is the 1st year of a 3-year agreement between the Town of Winchester and the Police Superior Officers Association

SCHEDULE 9

Police Superior Officers Compensation Schedule -- FY18 - July 1, 2017

Compensation Grade/Title	Minimum	II	III	Maximum
S-1 Sergeant Base	59,186	61,672	64,262	66,959
S-2 Sergeant Base & EMT	60,666	63,214	65,869	68,633
S-3 Sergeant Base & Specialist	63,921	66,606	69,403	72,316
S-4 Sergeant Base & Specialist & EMT	65,399	68,147	71,009	73,990
L-1 Lieutenant Base	68,063	70,922	73,900	77,004
L-2 Lieutenant Base & EMT	69,765	72,695	75,748	78,929
L-3 Lieutenant Base & Specialist	73,508	76,596	79,813	83,164
L-4 Lieutenant Base & Specialist & EMT	75,209	78,369	81,660	85,088

The preceding rates reflect a 2% adjustment over FY17 July rates.

FY18 is the 2nd year of a 3-year agreement between the Town of Winchester and the Police Superior Officers Association

SCHEDULE 9

Police Superior Officers Compensation Schedule -- FY18 - January 1, 2018

Compensation Grade/Title	Minimum	II	III	Maximum
S-1 Sergeant Base	59,482	61,980	64,583	67,294
S-2 Sergeant Base & EMT	60,969	63,530	66,198	68,976
S-3 Sergeant Base & Specialist	64,240	66,939	69,749	72,678
S-4 Sergeant Base & Specialist & EMT	65,726	68,488	71,364	74,360
L-1 Lieutenant Base	68,403	71,277	74,270	77,389
L-2 Lieutenant Base & EMT	70,114	73,059	76,127	79,324
L-3 Lieutenant Base & Specialist	73,875	76,979	80,212	83,580
L-4 Lieutenant Base & Specialist & EMT	75,586	78,761	82,068	85,514

The preceding rates reflect a 0.5% adjustment over FY17 July rates.

FY18 is the 2nd year of a 3-year agreement between the Town of Winchester and the Police Superior Officers Association

SCHEDULE 9

Police Superior Officers Compensation Schedule -- FY19 - July 1, 2018

Compensation Grade/Title	Minimum	II	III	Maximum
S-1 Sergeant Base	63,220	65,875	68,640	71,523
S-2 Sergeant Base & EMT	64,801	67,522	70,356	73,311
S-3 Sergeant Base & Specialist	68,278	71,144	74,131	77,245
S-4 Sergeant Base & Specialist & EMT	69,858	72,792	75,847	79,033
L-1 Lieutenant Base	72,702	75,755	78,936	82,252
L-2 Lieutenant Base & EMT	74,520	77,649	80,910	84,308
L-3 Lieutenant Base & Specialist	78,518	81,817	85,251	88,832
L-4 Lieutenant Base & Specialist & EMT	80,336	83,710	87,224	90,889

The preceding rates reflect a 2% adjustment over FY18 January rates.

FY18 is the 3rd year of a 3-year agreement between the Town of Winchester and the Police Superior Officers Association

SCHEDULE 9

Police Superior Officers Compensation Schedule -- FY19 - June 30, 2019

Compensation Grade/Title	Minimum	II	III	Maximum
S-1 Sergeant Base	63,694	66,369	69,155	72,059
S-2 Sergeant Base & EMT	65,287	68,028	70,883	73,861
S-3 Sergeant Base & Specialist	68,790	71,678	74,687	77,824
S-4 Sergeant Base & Specialist & EMT	70,382	73,338	76,416	79,626
L-1 Lieutenant Base	73,248	76,324	79,528	82,869
L-2 Lieutenant Base & EMT	75,079	78,232	81,517	84,941
L-3 Lieutenant Base & Specialist	79,107	82,430	85,891	89,498
L-4 Lieutenant Base & Specialist & EMT	80,939	84,338	87,878	91,571

The preceding rates reflect a .75% adjustment over FY19 July rates.

FY19 is the 3rd year of a 3-year agreement between the Town of Winchester and the Police Superior Officers Association

