

Question What is the legal authorization for including stormwater in the Water and Sewer Enterprise Fund? Isn't the fund only for water and sewer service?

Answer The enterprise fund started in 2004 and has always financed the operation, maintenance and capital improvement of Winchester's water, sewage, and stormwater drainage systems. Under state law the stormwater system is considered part of the town's sewage system. (They are not physically connected.)

Winchester Town Manager's Financial Plan for FY2005 (available in the online archives) contains a separate section on the Water & Sewer Enterprise Fund, stating the enterprise fund became effective in 2003. The narrative portion lists among the fund's prior year accomplishments, "Implemented new Phase II Stormwater Management as required by EPA." The section also states that in the FY05 budget one DPW employee would be "transferred to supply maintenance of storm drains." It appears the total staffing in 2005 (20) was roughly the same as today (19).

Winchester established the enterprise fund pursuant to MGL ch 83, sec 16:

*The...selectmen or road commissioners of a town, may from time to time establish just and equitable annual charges for the use of **common sewers and main drains and related stormwater facilities**, which shall be paid by every person who enters his particular sewer therein. The money so received may be applied to the payment of the cost of maintenance and repairs of such sewers or of any debt contracted for sewer purposes. In establishing quarterly or annual **charges for the use of main drains and related stormwater facilities**, the city, town, or district may either charge a uniform fee for residential properties and a separate uniform fee for commercial properties or establish an annual charge based upon a uniform unit method; but, the charge shall be assessed in a fair and equitable manner.*

And MGL ch 44, sec 53F 1/2:

*Notwithstanding the provisions of section fifty-three or any other provision of law to the contrary, **a city or town** which accepts the provisions of this section **may establish a separate account classified as an "Enterprise Fund", for a utility....and its operation**, as the ...town may designate...If during a fiscal year the enterprise produces a surplus, such surplus shall be kept in such separate reserve fund and used for the purposes provided therefor in this section.*

The Winchester Home Rule Charter provides as follows:

Section 3.2 (b). *The executive powers of the town shall be vested in the select board. The select board **shall have all of the powers and duties given to boards of selectmen under the constitution and general laws of the Commonwealth**, and such additional powers and duties as may be authorized by the charter, by bylaw or by other town meeting vote.*

and

Section 7. *References to the general laws contained in the charter refer to the general laws of the Commonwealth of Massachusetts **and are intended to include any amendments or revisions to such chapters and sections or to the corresponding chapters and sections of any rearrangement** of the general laws enacted subsequent to the adoption of the charter.*

See also MA Dept. of Revenue Enterprise Fund Manual <https://www.mass.gov/doc/enterprise-fund-manual-0/download> and letter of November 14, 2001 to the town from DOR, confirming storm drains are considered part of a town's sewerage system under MGL ch 83 (below).

[Add PDF of DOR letter]

Massachusetts Department of Revenue Division of Local Services
Frederick A. Lasky, Commissioner Joseph J. Chessey, Jr., Deputy Commissioner



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Mark J. Twogood
Acting Town Manager
Town Hall
71 Mount Vernon Street
Winchester MA 01890

Re: Storm drain repairs
Our File No. 2000-011

Dear Mr. Twogood:

You asked whether the special sewer debt exclusion under Proposition 2½, which has been accepted by the Town of Winchester, applies to storm drain capital improvements. That provision allows a community to add sewer debt service costs to its levy limit each fiscal year for the life of the debt, provided it reduces sewer use rates by the same amount. G.L. Ch. 59 §21C (n).

Storm or surface drains are considered part of a community's sewerage system, G.L. Ch. 83, §1, and their construction or reconstruction may be funded by borrowing. G.L. Ch. 44 §7(1). Therefore, if the project in question includes improvements of the type for which debt may be incurred, we think the principal and interest costs may be excluded as sewer debt service under G.L. Ch. 59 §21C(n).

Please do not hesitate to contact me again if you have any further questions.

Very truly yours,

Bruce H. Stanford
Chief, Property Tax Bureau

BHS/KC

*Drainage
legal opinion.*

Question: What is the total additional cost of the Police and Fire Department salary accounts necessitated by the contract negotiated with the three Police and Fire unions for each of FY 2021 and FY 2022? Please provide a breakdown of the additional cost of each of the individual elements of the said contracts, i.e., percentage increases in basic pay, step increases, clothing allowances, payment for special duties, etc.

See Personnel Board Presentation Attached

Please provide a savings breakdown for any concessions made by the Police and Fire unions.

Answer Fire: The primary benefit to the Town is recruitment and retention. A more attractive compensation package would allow us to retain current personnel, who we invest in, from seeking employment elsewhere. To train and outfit a new FF it costs the department approximately \$32,000 not counting regular salary incurred. If we look at the numbers that we have lost since 2004 the town has expended close to \$1,000,000 on FF who were trained and outfitted, then left the department.

During this current fiscal year 2 of our firefighters graduated from the fire academy prior to the shutdown and we had 2 in the fall. For this fiscal year that incurred cost has been approximately \$128,000.00

In addition to training costs for firefighters who leave, being understaffed results in increased overtime costs. To maintain adequate staffing the lack of a full staff has increased this year's OT by approximately \$150,000.00.

The concession to study leaving Civil Service could result in greater savings to the town as we could increase our ability to hire. A new contract would enhance the retention of current FF and put the department in a position to be attractive to additional hires.

Answer Police: The concession the police unions made by opening up details to nonsworn personnel results in the following benefits.

- Provides the town additional personnel to fill an increasing number of road details.
- Public safety is improved by having personnel at a construction site directing traffic
- Contributes to road projects not being delayed with possible increase cost to town.

Also, police details are no longer paid as a separate check/advice which saves time and money when processing the weekly payroll.

Answer General: The elimination of direct deposit advice printing saves time and money when processing the weekly payroll.

Article 23

Representing the Personnel Board

Peter Cheimets

2020 Spring Town Meeting

Overview of the Motions

- There are 16 motions within this article.
- Motions 1 and 2 cover the creation/removal of positions in Town government, and the funding to pay for those positions;
- Motions 3 and 4 cover the non-union cost of living adjustment and its funding;
- Motions 5, 6, and 7 ratify (5) and fund (6 and 7) the Police Patrol Officers' contract;
- Motions 8, 9, and 10 ratify (8) and fund (9 and 10) the Police Superior Officers' contract;

Overview of the motions (cont.)

- Motions 11, 12, and 13 ratify (11) and fund (12 and 13) the Fire Fighters' contract;
- Motions 14 and 15 approve and fund changes to the Winchester Personnel Policy Guide.
- Motion 16 raises a sum of money to fund the FY21 Unallocated Wage Account to cover the collective bargaining agreement (Clerical Workers) that has not settled yet.

Motion 1 – The Town is creating 5 positions and eliminating 1

- **Schedule 3 - PT Compensation Plan**
 - **Delete** PT-14 Junior Engineer (replaced by the next position)
 - **Add** PT-15 Senior Project Engineer
 - **Add** PT-14 Procurement Administrator (A position that will allow the Town to compensate an employee for the complex training required to oversee procurement with the state system.)
- **Schedule 4 – Management**
 - **Add** (Under Grade D) Assistant Town Planner
 - **Add** (Under Grade E) Sustainability Director
- **Schedule 5 - Miscellaneous Positions Compensation**
 - **Add** Risk Management Coordinator \$12,928/Year (within the Police department)

Personnel Board Recommendation: Favorable Action on Motion 1

Motion 2 Appropriate the money to pay for the changes in Motion 1

• Department #1412 Engineering Department	\$ 3,359
• Department #2100 Police Department	<u>\$ 12,928</u>
TOTAL:	\$ 16,287

- The Engineering Department appropriation covers the change in the Senior Project Engineer's salary over the compensation of a Junior Engineer.
- The Police Department appropriation covers the added cost of the Risk Management Coordinator.
- The other positions are either not being staffed, or are funded within existing budgets.

Personnel Board Recommendation: Favorable Action on Motion 2

Motion 3 - Cost-of-Living Increase for Non-Union Personnel

- The motion provides a cost of living increase to non-union employees of the Town.
- The value of the increase is 1.5%, and becomes effective on July 1, 2020.

Personnel Board Recommendation: Favorable Action on Motion 3

Motion 4 - Appropriation associated with Motion 3

- The total cost of the article is \$132,462.
 - The funds are distributed as shown in the article.
 - The funds come from the following sources:
 - Tax levy: \$106,408
 - Water and Sewer Retained Earnings: \$4,988
 - Recreation Retained Earnings: \$21,066
- Total: \$132,462**

Personnel Board Recommendation: Favorable Action
on Motion 4

Motion 5 - To accept the new Police Patrol Officers Contract

- The patrol officers and the Town have agreed to a contract.
- The contract covers FY20, FY21, and FY22.
- The contract has an end date of June 30, 2022.
- The new contract changes provisions in previous contracts in a number of ways, but the two most important changes are listed below:
 - The base pay is lifted in 3 yearly year over year steps (retroactively FY20: 2%, FY21: 4%, and FY22: 6%) to bring Winchester's compensation in line with surrounding communities.
 - The eligibility rules for police details has been relaxed, increasing the pool that the Town can draw from, thus easing a crunch the Town has perennially found itself in.

Personnel Board Recommendation: Favorable Action on Motion 5

Financial Impact of Motion 5

	Cost of the Police Patrol Contract			
	FY20	FY21	FY22	
Base Salary Increase, Year over year	\$ 37,182	\$ 37,182	\$ 37,182	
Base Salary Increase over Year 1		\$ 144,939	\$ 144,939	
Base Salary Increase over Year 2			\$ 218,971	
Total Salary (Compounded)	\$ 37,182	\$ 182,121	\$ 401,092	\$ 620,395
Increase in base salary year over year	2.00%	7.64%	10.73%	21.58%
Other Costs Increases Year to Year (Night differential, holiday pay, benefit incentive program, step increases)	\$ 3,634	\$ 26,863	\$ 5,268	\$ 35,765
Other Costs Compounded (Night differential, holiday pay, benefit incentive program)	\$ 3,634	\$ 30,497	\$ 35,765	\$ 69,897
Total Compounded Impact of Contract	\$ 40,817	\$ 212,618	\$ 436,857	\$ 690,292
Compounded Increase (Each Individual Fiscal Year compared to Fiscal Year 19)	1.98%	10.32%	21.21%	33.51%

Motion 6 – FY20 Appropriation associated with Motion 5

- The cost of the Police Officer Contract in Motion 5 is \$40,817 in FY20.
- Motion 6 allocates that amount to the FY20 Police Department Personal Services Budget from the FY20 Unallocated Wage Account to cover that cost.

Personnel Board Recommendation: Favorable Action
on Motion 6

Motion 7 – FY21 Appropriation associated with Motion 5

- The cost of the Police Officer Contract in Motion 5 is \$212,618 in FY21.
- Motion 7 appropriates that amount to the FY21 Police Department Personal Services Budget from the FY21 Unallocated Wage Account to cover that cost.

Personnel Board Recommendation: Favorable Action
on Motion 7

Motion 8 - To accept the new Police Superior Officers Contract

- The police superior officers and the Town have agreed to a contract.
- The contract covers FY20, FY21, and FY22.
- The contract has an end date of June 30, 2022.
- The new contract changes provisions in previous contracts in a number of ways, but the two most important changes are:
 - The base pay is lifted in 3 yearly year over year steps (retroactively FY20: 2%, FY21: 5%, and FY22: 6%) to bring Winchester's compensation in line with surrounding communities.
 - The eligibility rules for police details has been relaxed, increasing the pool that the Town can draw from, thus easing a crunch the Town has perennially found itself in.

Personnel Board Recommendation: Favorable Action on Motion 8

Financial Impact of Motion 8

	Cost of the Police Superior Contract			
	FY20	FY21	FY22	
Base Salary Increase, Year over year	\$ 23,933	\$ 23,933	\$ 23,933	
Base Salary Increase over Year 1		\$ 108,164	\$ 108,164	
Base Salary Increase over Year 2			\$ 139,592	
Total Salary (Compounded)	\$ 23,933	\$ 132,096	\$ 271,688	\$ 427,717
Increase in base salary year over year	2.02%	8.93%	10.58%	22.88%
Other Costs Increases Year to Year (Night differential, holiday pay, benefit incentive program, increases)	\$ 2,547	\$ 18,361	\$ (9,115)	\$ 11,793
Other Costs Compounded (Night differential, holiday pay, benefit incentive program)	\$ 2,547	\$ 20,907	\$ 11,793	\$ 35,247
Total Compounded Impact of Contract	\$ 26,479	\$ 153,004	\$ 283,481	\$ 462,964
Compounded Increase (Each Individual Fiscal Year compared to Fiscal Year 19)	1.99%	11.50%	21.31%	34.80%

Motion 9 – FY20 Appropriation associated with Motion 8

- The cost of the Police Superior Officers Contract in Motion 8 is \$26,480 in FY20.
- Motion 9 allocates that amount to the FY20 Police Department Personal Services Budget from the FY20 Unallocated Wage Account to cover that cost.

Personnel Board Recommendation: Favorable Action
on Motion 9

Motion 10 – FY21 Appropriation associated with Motion 8

- The cost of the Police Superior Officers Contract in Motion 8 is \$153,004 in FY21.
- Motion 10 appropriates that amount to the FY21 Police Department Personal Services Budget from the FY21 Unallocated Wage Account to cover that cost.

Personnel Board Recommendation: Favorable Action
on Motion 10

Motion 11 - To accept the new Firefighters Contract

- The firefighters and the Town have agreed to a new contract.
- The contract covers FY20, FY21, and FY22
- The contract has an end date of June 30, 2022
- The new contract changes provisions in previous contracts in a number of ways, but the most important changes are:
 - The base pay is lifted in 3 yearly year over year steps (retroactively FY20: 2%, FY21: 4%, and FY22: 6%) to bring Winchester's compensation in line with surrounding communities.
 - It adds the possibility of a new position of Deputy Chief/Assistant Chief to the ranks of the Winchester Fire Department.
 - Other provisions are outlined in the article.

Personnel Board Recommendation: Favorable Action on Motion 11

Financial Impact of Motion 11

	Cost of the Fire Contract			
	FY20	FY21	FY22	
Base Salary Increase, Year over year	\$ 60,404	\$ 60,404	\$ 60,404	
Base Salary Increase over Year 1		\$ 255,985	\$ 255,985	
Base Salary Increase over Year 2			\$ 272,446	
Total Rank Base Wage Salary (Compounded)	\$ 60,404	\$ 316,389	\$ 588,835	\$ 965,628
Increase in base salary year over year	2.00%	8.31%	8.17%	19.50%
Other Cost Increases Year to Year (Stipends, night differential, holiday pay, sick leave buy back, step increases)	\$ 28,860	\$ 131,314	\$ 86,349	\$ 246,523
Other Costs Compounded (Stipends, night differential, holiday pay, sick leave buy back)	\$ 28,860	\$ 160,174	\$ 246,523	\$ 435,557
Total Compounded Impact of Contract	\$ 89,264	\$ 476,563	\$ 835,358	\$ 1,401,185
Compounded Increase (Each Individual Fiscal Year compared to Fiscal Year 19)	2.16%	11.51%	20.17%	33.84%

Motion 12 – FY20 Appropriation associated with Motion 8

- The cost of the Firefighters' Contract in Motion 11 is \$82,820 in FY20.
- Motion 12 allocates that amount to the FY20 Fire Department Personal Services Budget from the FY20 Unallocated Wage Account to cover that cost.

Personnel Board Recommendation: Favorable Action
on Motion 12

Motion 13 – FY21 Appropriation associated with Motion 11

- The cost of the Firefighters Contract in Motion 11 is \$476,563 in FY21.
- Motion 13 appropriates that amount to the FY21 Fire Department Personal Services Budget from the FY21 Unallocated Wage Account to cover that cost.

Personnel Board Recommendation: Favorable Action
on Motion 13

Motion 14: Changes to the Town of Winchester Personnel Policy Guide

- From time to time Winchester updates the Personnel Policy Guide to bring it in line with changes that have taken place since it was last issued.
- In this set of changes, 2 have monetary implications:
 - Longevity Pay for non-union employees has increased (see next slide)
 - The yearly sick time buy back program has been modified such that an employee may redeem \$125/day for sick leave in excess of 90 days
 - This is an increase from \$75/day for employees on Schedules 2 and 3.
 - This is an increase from \$50/day for employees on Schedules 4.

Motion 14: (cont.)

- Changes to longevity pay:

Longevity	New Rate	Previous Rate
5 years	\$1050	\$950
10 years	\$1375	\$1250
15 years	\$1650	\$1500
20 years	\$2025	\$1850
25 years	\$2200	\$2000

Personnel Board Recommendation: Favorable Action on Motion 14

Motion 15: Appropriate the funds to cover the changes in Motion 14

- This article appropriates a sum of \$62,906 from the following sources:
 - Tax Levy: \$58,831
 - Water and Sewer Retained Earnings: \$3,875
 - Recreational Retained Earnings: \$200
- The funds appropriated in this article are distributed as outlined in the written article.

Personnel Board Recommendation: Favorable Action on Motion 15

Motion 16: Appropriate funds to cover the cost of unresolved contracts

- Winchester is in the middle of a contract cycle.
- One contract has not been resolved.
- When it is, its provisions will include retroactive compensation (FY20 and FY21).
- This article raises and appropriates a sum of \$76,289 to the FY21 Unallocated Wage Account to cover those costs when the remaining contract (Clerical Workers) is resolved.
- This is a standard practice in Winchester.

Personnel Board Recommendation: Favorable Action on Motion 16

Article 5 – MBTA

Sally Dale – When is it being put out to bid, will MBTA be at Town Meeting, What is the Town getting for giving the land – parking, re-landscaping and maintenance

Answer: The MBTA expects to put the project out to bid later this summer.

The Town is getting a new ADA compliant train station.

The decision was made years ago that the Town would support the MBTA's efforts to rebuild the station, and as a result of the design there is some loss of parking (a portion of which is actually on MBTA property). The MBTA has developed a landscape plan.

Maintenance responsibilities will be included in the agreement that the Board ultimately negotiates with the MBTA.

Carol Savage – would like more information on how the Water/Sewer Department runs financially.

Answer: The Town adopted a Water & Sewer Enterprise Fund. Department of Revenue summary of Enterprise Funds is attached below. See the following excerpt:

“Enterprise accounting allows a community to demonstrate to the public the total cost of providing a service. With all the direct and indirect costs (e.g., interdepartmental support, health and insurance costs), debt service and capital expenditures associated with providing the service in a consolidated fund, the community will be able to readily identify the true cost of the service. To support the service, a community may choose to recover total costs through user charges (rates), through a partial subsidy from the tax levy (e.g., a Proposition 2½ debt exclusion) or from other available funds.”

The Article states that there was a decline in usage last year. Does that determine rates/revenue?

Answer: FY20 lowest in past seven years, usage = revenue

Joyce Westner – Are the town comparisons correct? She questioning the fees in other towns.

Answer: Yes, they have been verified by staff.

Mike Galvin – service charge seems excessive for residents who don't use a lot of water. Would like a breakdown of Capital projects that are supported by this Article.

Answer: Existing projects and anticipated future projects are shown in the attached following spreadsheet.

Richard Rohan – How are multi-unit residences charged service fees? Is each unit charged a monthly service fee? Or is it one commercial fee for the building?

Answer: Each dwelling with a meter receives a bill and is charged the service fee.

Article 7 –

- **Multiple residents – Why does Snow and Ice need a transfer? It didn't snow last year.**

Answer: During this past winter there were 28.5 inches of snow. The average deficit is \$232,000 over the last 3 years. The FY20 deficit is approximately \$115,000.

The Snow & Ice budget has been funded at the current level of \$400,000 for more than 10 years.

Article 15 –

- **Roger Wilson – Why is the FY20 budgets ~\$2M higher than approved at Spring Town Meeting?**

Answer: The following represents increases to the FY20 budget voted at the Fall Town Meeting that are considered General Fund appropriations (including the BSF, CSF and parking appropriations):

- FTM Article 9 - \$1m from Free Cash for the CSF (\$500k) and the MAHT (\$500k)
- FTM Article 17 - \$149k for parking program from Parking Meter Fund
- FTM Article 21 - \$80k increase to budget for BAN pay-down (from tax levy – debt exclusion), reduction in interest on debt \$179,916.44 (tax levy) and increase due to the change in the phone system for various departments for \$4,518 (from free cash)
- FTM Article 23 - \$326k reduction in CH110 transfer to W&S due to reduction in debt service/MWRA capital costs
- FTM Article 24 - \$143k Personnel Board article increases

These are the capital items:

- FTM Article 10 - \$1.8m various capital from BSF & CSF
- FTM Article 16 - \$925k for McCall traffic from CSF

Roger Wilson – questioned fines and forfeitures revenue (could be ~\$100K)

Answer: These are the accounts that make up the General Fund “Fines & Forfeitures” revenue:

Parking Fines (these were reported as fees up until FY19)

Court Fines

False Alarm Fines

Substance Violations

Code of Bylaw Fines

Library Book Fines

Not any “forfeits”, that’s really just the title the state gives this type of revenue.

In accordance with MGL CH94C § 47, forfeitures are deposited into a Law Enforcement Trust Fund. We have one for federal forfeitures and one for state forfeitures. Proceeds are deposited into these accounts and can be expended without further appropriation:

- to defray the costs of protracted investigations
- to provide additional technical equipment or expertise
- to provide matching funds to obtain federal grants
- to accomplish such other law enforcement purposes as the chief of police deems appropriate

BUT such funds shall not be considered a source of revenue to meet the operating needs of such department

Enterprise Funds

Increasingly, communities are establishing enterprise funds for their business type services (e.g., water, sewer, trash disposal, ambulance services, skating rinks, pools, golf courses, airports, dock and wharf facilities). By vote of the city council with the approval of the mayor or by town meeting, an enterprise is adopted. An enterprise fund ([MGL Chapter 44, Section 53F½](#)) establishes a separate accounting and financial reporting mechanism for municipal services for which a fee is charged in exchange for goods or services. Under enterprise accounting, the revenues and expenditures of the service are segregated into a separate fund with its own financial statements, rather than commingled with the revenues and expenses of all other governmental activities.

Enterprise accounting allows a community to demonstrate to the public the total cost of providing a service. With all the direct and indirect costs (e.g., interdepartmental support, health and insurance costs), debt service and capital expenditures associated with providing the service in a consolidated fund, the community will be able to readily identify the true cost of the service. To support the service, a community may choose to recover total costs through user charges (rates), through a partial subsidy from the tax levy (e.g., a Proposition 2½ debt exclusion) or from other available funds.

At year-end, the performance of an enterprise fund is measured in terms of positive (surplus) and negative (deficit) operations. An operating surplus is the result of revenue collected in excess of estimates and appropriation turnbacks, and translates into retained earnings that are maintained in the fund rather than closing to the general fund. Retained earnings of an enterprise fund are certified by the Director of Accounts as an available fund after the submission of a June 30th balance sheet to DLS.

Once certified, retained earnings may be appropriated **only** for expenditures relating to the enterprise fund. Conversely, if during the year, the enterprise fund incurs an operating loss, the loss must be raised in the subsequent year's budget.

With the consolidation of revenues and costs of the service and information on the operating performance (positive or negative) of the fund, the community will have useful information to make decisions on user charges and other budgetary items. The community will be able to analyze how much the user fees and charges support the service and to what extent if any the tax levy or other available revenues are needed to subsidize the enterprise fund. The

community will also be able to include the fixed assets and infrastructure of the enterprise as assets in the financial statements and recognize the annual depreciation of these assets.

Establishing an enterprise does not create a separate or autonomous entity from the municipal government operation. Like every other department, a budget is prepared that is reviewed and analyzed by the finance committee. The budget, as well as any transfers among the enterprise fund's line item appropriations, requires action by the mayor and council or town meeting. And, the municipal department operating the enterprise service continues to fulfill financial and managerial reporting requirements.

For further information on enterprise funds, please refer to our [Enterprise Fund Manual](#).

Town of Winchester
Water and Sewer Enterprise Fund
Capital Projects and Purchases

BAN: Bond Anticipation Notes
CIP: Capital Improvement Program
I&I: Inflow & Infiltration

The data below shows capital projects currently being paid for in the form of debt service as well as planned upcoming capital projects and purchases.

For current projects, the description, issue date, and expected debt service for FY21 are from the Treasurer's debt schedule.

For future projects, the year is anticipated project start and the dollars are total anticipated project costs. Funds for these projects will be borrowed.

For future purchases, the year is anticipated purchase year and the dollars are anticipated costs. These purchases will presumably be funded out of retained earnings.

Only projects and purchases planned for the next five years are shown.

Current Projects already bonded

Project	Issue Date	FY21 Debt		
		Principal	Interest	Total
Drainage 2 (I) Construction/Reconstruction of Surface Storm Drains	7/1/2006	\$ 105,000	\$ 28,321	\$ 133,321
Phase III Drainage (I) Drainage Improvements/Facilities & Drainage Studies	5/1/2009	\$ 35,000	\$ 11,813	\$ 46,813
Drainage (Main Street Manchester Field & Manchester Road) Catch Basins & Infiltration Systems	4/15/2010	\$ 90,000	\$ 28,845	\$ 118,845
Adv Ref of July 1, 2004 Series B Drainage (I)	5/16/2012	\$ 155,000	\$ 12,950	\$ 167,950
Sewer Pump Station (I)	5/16/2012	\$ 15,000	\$ 1,350	\$ 16,350
Drainage Improvements \$308,000 (I)	7/1/2014	\$ 15,000	\$ 6,844	\$ 21,844
Sewer System Repairs - Squire Road \$296,000 (I)	7/1/2014	\$ 15,000	\$ 6,675	\$ 21,675
MWRA \$500,000	3/2/2015	\$ 50,000	\$ -	\$ 50,000
MWRA \$167,750	3/2/2015	\$ 16,775	\$ -	\$ 16,775
South Reservoir Dam I \$1,300,000	7/1/2015	\$ 65,000	\$ 43,550	\$ 108,550
South Reservoir Dam II \$310,000	7/1/2015	\$ 15,000	\$ 10,050	\$ 25,050
MWRA Sewer Bond \$21,775	8/22/2016	\$ 2,178	\$ -	\$ 2,178
MWRA Water Bond - \$600,000	2/27/2017	\$ 60,000	\$ -	\$ 60,000
MWRA I & I - \$161,975	8/14/2017	\$ 16,198	\$ -	\$ 16,198
MWRA Water Bond - \$675,000 (\$500,000 & \$175,000)	6/11/2018	\$ 67,500	\$ -	\$ 67,500
MWRA I&I \$217,500	8/15/2019	\$ 21,750	\$ -	\$ 21,750
Wildwood Drainage \$3,406,000 (est in fy20 - but s/b \$0)	8/22/2019	\$ 176,000	\$ 178,088	\$ 354,088
MWRA Water Bond - \$600,000	5/21/2020	\$ 60,000	\$ -	\$ 60,000
N. Reservoir Water - \$340,000 (estimated)	6/2020	\$ 15,000	\$ 10,743	\$ 25,743
Spillway BAN (estimated)	6/2020	\$ -	\$ 12,473	\$ 12,473
Totals		\$ 995,400	\$ 351,702	\$ 1,347,102

Planned Projects (to be funded by borrowing, some of which will be through MWRA)

Project	Fiscal Year	Total Cost
Lead Neck Removal	2021	\$ 600,000
North Reservoir Dam Construction	2021	\$ 5,000,000
East Side CIP Sewer Project #1	2021	\$ 2,481,723
Saw Mill Drainage/Spillway (Long-Term Borrowing here; Short-Term BAN on debt schedule)	2021	\$ 400,000
Lead Neck Removal	2022	\$ 600,000
Reservoir Maintenance Engineering and Construction	2022	\$ 1,000,000
Raw Water Pump Station	2022	\$ 200,000
Sewer Rehabilitation Construction Phase 2	2022	\$ 870,000
East Side CIP Sewer Project #2	2023	\$ 2,022,982
Repair Intake House Bldg/Access Bridge, Inst. Alarm	2024	\$ 250,000
East Side CIP Sewer Project #3	2024	\$ 2,016,753
Woodside Rd. Pumping Station	2025	\$ 350,000
Lagoons Phase I	2025	\$ 250,000
Total		\$ 16,041,458

Planned Projects (to be funded by retained earnings)

Project	Fiscal Year	Total Cost
Replace Radios and Meter Heads	2022	\$ 50,000
Dump Truck	2022	\$ 65,000
Replace Radios and Meter Heads	2023	\$ 50,000
Resurface Concrete Tank	2023	\$ 150,000
Total		\$ 315,000

Question: Could we have a more specific description or reasons for the increase in the water-sewer rates?

Answer: The enterprise fund supports the operation, maintenance, and capital improvement of the water, sewer, and stormwater drainage systems and its main source of revenue is user bills. The town gets half of its water, and all of its sewage service, through the MWRA, which charges the town about \$6 million/year. In the last three years, billing revenue has gone down (likely due to rainy spring and summer weather), while MWRA assessments have been increasing. Other costs — like MS4 permit compliance, capital projects, and others — have also risen, and the town has been drawing on the fund's retained earnings. For the current year the town used over \$700,000 of retained earnings, and by year's end a further \$400,000 deficit is expected. The rate and service charge increase is needed to have sufficient funds for next year's operations and maintain a minimal amount of retained earnings for emergency costs.

Question: Are the proposed water-sewer rate increases related to funding the stormwater management program?

Answer: Yes. A portion of the funding gap is directly due to permit compliance (budgeted in FY21 at \$205,000), but without the increase the town would need over \$1 million appropriated from free cash to cover total operational needs next year.

Question: What are the funding mechanisms proposed for the stormwater management program?

Answer: The MS4 permit has been funded by retained earnings. The annual permit costs for the current 5-year permit term are expected to be \$200,000 to \$250,000 per year.

Question: Additionally, what type of interactive public outreach is planned to educate the community on the stormwater issues?

Answer: The MS4 permit requires communities to enact a variety of public education measures, which are detailed in the Town's Stormwater Management Plan. Here's a link to the Plan that is currently out for public comment. <https://www.winchester.us/CivicAlerts.aspx?AID=930> The public education generally includes posting of material to social media; information on the website (we are finalizing a website update in the next few weeks); and targeted mailings to residents and businesses.

Where is the money coming from to support the for increases for Fire Department, Police Department and Department of Public works?

Answer: The Town Manager’s February 2020 budget for FY21 allocated \$1.1M for Municipal wage adjustments for the following collective bargaining groups: Police Superior, Police Patrol, Fire and Clerical. Additionally it included funding for non-union municipal employees. The \$1.1M appropriation like the majority of all operating budgets (DPW, Library, Police, Fire, etc.) are raised and appropriated from general fund revenues (Tax Levy, Local Receipts, State Aid, etc).

The appropriations under Article 23 (Personnel Board) for the FY21 Budget are as follows:

Police Patrol	\$ 212,618
Police Superior	\$ 153,004
Fire	\$ 476,563
Unallocated (Reserved for contracts not settled)	\$ 76,289
Non-Union (1.5% adjustment)	\$ 106,408
Personnel Policy Guide Changes	\$ 58,831
Compensation Plan Revisions	\$ 16,287
Total	\$1,100,000

Note: This does not include amounts funded by WS & Recreation Enterprise retained earnings.

Are the increase being funded by the override that was for school purposes and voted in the affirmative by the residents?

Answer: The \$1.1M appropriation like the majority of all operating budgets (DPW, Library, Police, Fire, etc.) are raised and appropriated from general fund revenues (Tax Levy, Local Receipts, State Aid, etc.) In FY20 and FY21 the full amount of the general override was not utilized.

The Finance Committee has estimated that approximately \$800k of the override would be available for FY22.

An informational flyer that was distributed regarding the override in 2019 is attached.

Can you provide me before town meeting and town meeting members the analysis you mentioned performing our compensation for the FD, PD and DPW is the lowest to any comparable community?

Answer: Comparability Salary Spreadsheets for Fire, Police Patrol, Police Superior and DPW attached. Contract terms can be found in the Personnel Board's Report on the Town’s website, but we are also attaching copies of the MOUs for Police Superior, Police Patrol and Fire.

Can you provide me before town meeting and town meeting members the analysis you mentioned performing that Winchester is 25% behind other comparable communities?

Answer: See Comparability Salary Spreadsheets.

Winchester Ballot Question #1

Tuesday, March 26, 2019

“YES” Vote

vs.

“NO” Vote

Police:

- Add two needed uniformed officers
- 1 full and 1 part-time 911 dispatchers for adequate coverage for shifts
- Retain the K-9 unit

Fire: Maintain 2 positions after FEMA grant ends

DPW: Gain 3 school custodians to adequately support our school buildings

Capital Planning (Asset Management):

- Address critical repairs to Waterfield Rd. and Lake St. bridges
- Carry out project to fix Highland Ave. and Main St intersection
- Address traffic safety/calming measures

Schools:

- Address curriculum needs
- Continue to support emotional health with an additional adjustment social worker
- Technology director
- Necessary funds for technology and network infrastructure maintenance
- Reduce large class sizes at McCall & WHS
At McCall & HS: Increase staff time for certain electives and physical education
AT HS: Add 2 core subject teachers
At McCall: Add 3 teachers to start world language at grade 6, including Mandarin

Police:

- Eliminate 2 patrol officers
- Cut 2 of 3 parking enforcement officers
- Lose the K-9 unit
- Lose 12 crossing guards (half of total)

Fire: Lose 4 firefighters

DPW:

- Lose 1 school custodian
- Lose all 15 part-time summer staff members
- Discontinue Tuesday evening Transfer Station hours

Recreational Center: Reduce budget by \$75,000

Capital Planning (Asset Management)

Have Immediate Project Cuts to:

- Americans with Disabilities Act compliance projects
- Highland-at-Main Street intersection reconstruction
- Loss of strategic maintenance program (\$100,000/year)

Delay Critical Repairs to:

- Waterfield Rd. and Lake St. Bridges
 - Essential school repair projects
- Bonding will be required for most major equipment and maintenance projects*

Board of Health:

- Discontinue our Canada geese control program
- Eliminate some medical programs

Schools:

- More classes of 25+ students at McCall & WHS and larger elementary class sizes
- More study halls, fewer electives
- Reduce WHS athletic funding by 20%
- Lay off 15-18 staff members
- Lose afternoon buses to after-school programs (or major increase to fees)
- Reduce instrumental music lesson funding (or major increase to fees)
- No funds to maintain technology/network infrastructure

This is a snapshot based on the Town Manager's recommended budget(s) for the coming fiscal year 2020.

For more information, visit OneWinchester.com.

POLICE PATROL

Towns	Pop.	Contract Date	Status	Effective Salary Date	Base Wage	
					Min	Max
Andover	33,201	6/30/16-7/1/19	in neg	FY19	\$53,612	\$63,043
Arlington	42,844	7/1/16-6/30/19	in neg	FY18	\$54,639	\$60,094
Belmont	24,194	7/1/17-6/30/20		FY20	\$51,580	\$62,762
Burlington	24,498	7/1/19-6/30/22		FY20	\$52,662	\$65,677
Concord	17,669	6/30/17-7/1/20		FY20	\$51,431	\$68,812
Needham	29,155	6/30/16-7/1/19	in neg	6/30/2019	\$48,942 (P1) \$70,054 (P2)	\$67,642 (P1) \$83,179 (P2)
Reading	24,747	7/1/19-6/30/21		FY20	\$53,496 (day) \$56,705 (night)	\$68,120 (day) \$72,208 (night)
Wakefield	25,168	7/1/17-6/30/20		FY20	\$63,483	\$72,354
Wilmington	22,325	7/1/19-6/30/22		FY20	\$53,968	\$65,660
Winchester	21,374	6/30/16-7/1/19	in neg	6/30/2019	\$51,043 (w/out EMT or specialist) \$56,855 (w/EMT & specialist)	\$60,146 (w/out EMT or specialist) \$66,687 (w/EMT & specialist)
AVERAGE					\$53,757.04	\$65,745

Winchester	with 1.5%			\$51,809 (w/out EMT or specialist) \$57,708 (w/EMT & specialist)	\$61,048 (w/out EMT or specialist) \$67,687 (w/EMT & specialist)
	with 3%			\$52,574 (w/out EMT or specialist) \$58,561 (w/EMT & specialist)	\$61,950 (w/out EMT or specialist) \$68,688 (w/EMT & specialist)
	with 1.5% and step shifting			\$53,966 (w/out EMT or specialist) \$60,038 (w/EMT & specialist)	\$63,612 (w/out EMT or specialist) \$70,530 (w/EMT & specialist)
	with 3% and step shifting			\$54,763 (w/out EMT or specialist) \$60,926 (w/EMT & specialist)	\$64,552 (w/out EMT or specialist) \$71,572 (w/EMT & specialist)

POLICE PATROL

Towns	Night Diff	Specialist Comp	EMT	Quinn			Non Qualified			Accreditation	Longevity					
				Associates	Bachelors	Masters	Associates	Bachelors	Masters		5	10	15	20	25	30
Andover	8-9%	5%-10%	\$950	10%	20%	25%	\$5,500	\$8,000	\$10,500		2%	2.5%	3%	3.5%	4%	
Arlington	9%	5%	None	10%	20%	25%	0	10-20%	20-25%		1%	2%	3%	4%	5%	
Belmont	7%			10%	20%	25%					\$500	\$800	\$1,000	\$1,200	\$1,400	\$1,600
Burlington	6%	\$40/week	\$1,200	10%	20%	25%				\$700 in base	\$570	\$1,140	\$1,710	\$2,300	\$2,850	\$3,420
Concord	4-8%			10%	20%	25%		\$8,000	\$ 11,000					2,500/year		
Needham	2.5-7%	\$900 to 3k	4.5%	10%	20%	25%	7.5%	15%	15%	\$500-2300	0.50%			1% for every 5 years		
Reading	6%			10%	20%	25%							extra step		extra step	
Wakefield	8%	diff steps		10%	20%	25%	5%	10%	15%				2%	2%	2%	
Wilmington	\$1.50-1.75/hr			10%	20%	25%		\$5,250	\$8,500				3%	6%	9%	12%
Winchester	5.00%			10%	20%	25%				2%	\$1,000	\$1,300	\$1,650	\$2,000	\$2,000	

Town of Winchester
And
Winchester Police Patrol Officers' Association, MCOP Local 211

This Memorandum of Understanding (MOU) is entered into this 10th day of April, 2020 by and between the respective bargaining committees of the Winchester Police Patrol Officers Association, and the Town of Winchester, Select Board.

This MOU shall be subject to ratification by the Union employees and the Select Board and then further by Winchester Town Meeting Members, failing which this MOU shall be null and void and of no effect. This MOU is intended to confirm and modify the existing Agreement between the parties. It is intended to cover the Fiscal Years of 2020, 2021 and 2022 for the period July 1, 2019 to June 30, 2022.

The terms of the MOU are as follows:

1. Amend **Article III – Association Dues and Agency Fee** by replacing Section B with the following:

“Employees who choose not to become members of the Union within the effective date of this Agreement or after the date of beginning employment with the Town, whichever is later, may elect to pay an agency fee in an amount agreed upon by the employee and the Union.

The Town’s obligation is limited to making such deduction, if the amount of wages in that work period permit, and such obligation shall cease at the time that the employee is terminated or separated from employment with the Town, or revokes authorization. The Union shall and hereby holds harmless the Town and indemnifies the Town from any liability and costs incurred in implementing this Article.”

2. Amend **Article IV – Compensation, Section A – Salary Rates** as follows:

- 2% July 1, 2019 (retroactive);
- 4% July 1, 2020; and
- 6% July 1, 2021

TOWN OF WINCHESTER
TOWN MANAGER
BOARD OF SELECTMEN

2020 APR -2 AM 10:45

RECEIVED

3. Amend **Article IV – Compensation, Section B – Specialist Compensation** by adding a School Resource Officer (SRO) assignment at 8%.
4. Amend **Article IV – Compensation, Sections B and C – Night Differential** by increasing the night differential to “5.5%” on July 1, 2020 and to “6%” on July 1, 2021.
5. Add Section G – (Method of Payment) under Article IV – Compensation as follows: The parties agree that all compensation for employees covered by this agreement, including but not limited to wages, details, and reimbursements received by direct deposit shall receive their advice of said wage payment through the Town’s Employee Self-Service (ESS) program, Union members may opt-in to continue to receive a physical pay stub.

Further, all compensation for employees covered by this agreement, including but not limited to wages, details, and reimbursements shall paid or direct deposited in one paycheck.

6. Amend the table in **Article VII – Service Increments** by striking the bottom two paragraphs and replacing with the following:

“Effective July 1, 2020, officers who have completed twenty-six years of service will receive an annual service increment payment equivalent to seven (7%) percent of the annual base salary of P1, “maximum step”. Service increment payments shall be added to and computed as part of the individual officer’s base wage.”

7. Amend **Article VIII – Special Duty Detail Assignment** by changing the language as follows:

Section A

Municipal Details: The rate pay shall be an individual officer’s *overtime* rate.¹ For example; if an officer’s current straight rate is \$35.00 per hour. His *overtime* rate is \$52.50 per hour.

Section B

Non-Municipal Details: The rate of pay shall be 1 ½ the rate of an L-1 Step 4 Lieutenant.² For example; the current rate being based on L-1 Step 4 as of FY19 is: \$57.19.

¹ Effective upon mutual ratification of this Agreement.

² Effective upon mutual ratification of this Agreement.

Section C

1. All details on Thanksgiving eve (after 6pm), Thanksgiving Day, Christmas Eve (after 6pm), Christmas Day, New Year's Eve (after 6pm), New Year's Day, Martin Luther King Day, President's Day, Easter Sunday, Patriots Day, Memorial Day, Independence Day, Labor Day, Columbus Day and Veterans Day are to be paid at double an officers' **rate specified in Section B,** or \$114.38 per hour.
2. All municipal details on the above noted holidays (C-1) are to be paid at **double an officer's hourly straight rate.** Using Section A as an example \$70 per hour.
3. All municipal details on Saturdays and Sundays are paid at an officer's overtime rate, (Section A, \$52.50 per hour).
4. Strike details are to be paid at time and one half of the detail rate specified in Section A, B and C with a four (4) hour minimum payment. For example, a municipal strike detail (Section A) would be paid at time and one half of an officers' overtime rate or \$78.75 per hour. A non-municipal strike detail would be paid at time and one half of L-1 Step 4, or \$85.78 per hour. A non-municipal strike detail on a holiday (C-1) rate or \$114.38 per hour would be paid at time and one half (C-1) rate or \$171.57 per hour.
5. Non-Municipal details (Section B) started or continued between 7pm and 7am shall be paid at time and one half of the rate specified in Section B, C-1, C-4 AND C-7. For example (B) non-holiday detail between above hours shall be time and one half of \$57.19 or \$85.78 per hour. A non-municipal detail on a holiday (C-1), between the hours of 7pm and 7am shall be paid at time and one half of \$114.38 or \$171.57 per hour.
6. All details in excess of eight (8) hours shall be paid at time and one half of the detail rate as specified in Section B, C-1, C-4 and C-7
7. All Non-municipal details on Saturdays and Sundays (Section B) are to be paid at one in a half times the rate specified in Section B. For example; time and a half of \$57.19 or \$85.78 per hour.

Section D

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 standards and requirements, including civilian and sworn status, for the following in descending order, after all permanent full time Winchester officers are provided an opportunity for assignment:

1. Retired Winchester Officers.
2. Current officers (full time permanent) from surrounding communities.
3. Retired officers from other communities.
4. Winchester Auxiliary Officers
5. Traffic Directors (maximum 12)

Section E

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

Section F

If a detail requires four (4) or more officers, the officer in charge, by rank and by seniority if there is more than one officers of same rank of the detail shall receive an extra \$10.00 per hour.

Section G

An officer shall be paid a minimum payment in the amount equivalent to four (4) hour's pay at the applicable hourly rate for all non-municipal details which are cancelled with less than two (2) hours' notice prior to the scheduled start time. Officers shall be paid an amount equivalent to two (2) hours pay at the applicable hourly rate for municipal details cancelled less than one (1) hour prior to the scheduled start time.

8. Amend Article X – Employee Benefits, Section A – Self-Improvement Program as follows:

- 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 (Quill Bill).

Officers hired pre-July 1, 2009, shall continue to receive benefits under the Quinn Bill as currently in place.

Officers hired post July 1, 2009 shall receive benefits under the Quinn Bill in accordance with the following schedule:

Beginning on the third year of service in the department an officer shall receive 25% of the applicable education benefit.

Beginning on the fifth year of service the officer shall receive 50% of the applicable educational benefit.

Beginning on the *seventh* year of service the officer shall receive 75% of the applicable educational benefit.

Beginning on the *ninth* year of service the officer shall receive 100% of the applicable educational benefit.

Officers who are eligible and receiving benefits in accordance with Article X shall not receive fifteen (15) year base wage increase in accordance with Article VI subparagraph A.

9. Amend **Article X – Employee Benefits, Section B – Benefit Incentive Program** by adding the following italicized language, effective July 1, 2020:

B. **Benefit Incentive Program**: Any Officer who has accumulated on January 1 of any year at least ninety (90) sick days shall sell back to the Town at a full day's rate of (P-1) base pay plus education incentive any sick days in addition to his 90 but not to exceed (fifteen) 15 days per calendar period. An Officer cannot sell back any sick time accumulated in their bank. *This benefit shall terminate for each officer upon the completion of 25 years of service, defined as the last day of the calendar year (December 31st) of an officer's 25th anniversary.*

10. Amend Section G of **Article XIV – Other Leaves, Section G – Personal Days** as follows:

“Each Employee covered by this Agreement shall be eligible for ~~two (2)~~ *three (3)* personal days each year. Specialists covered under Article IV section B, shall be eligible for ~~three (3)~~ *four (4)* personal days each year. The scheduling of these days shall be at the discretion of the Police Chief.”

11. Amend **Article XVI – Group Health and Life Insurance Benefits** by removing, “on Health Care Premiums” and replacing with, “on Harvard Pilgrim HMO Premiums” in the last paragraph.

Add “Acceptance of 50% / 50% split on Harvard Pilgrim PPO Premiums on July 1, 2010”.

12. Remove/delete **Article XXIV – Master Superior Officer Plan** [effective June 30, 2020].

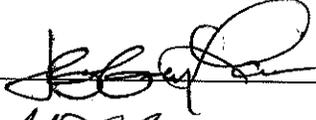
13. Effective July 1, 2021 the Compensation Schedule shall be adjusted accordingly: the then applicable (i.e. with all base wage increases up and through June 30, 2021) Step II shall become the new ‘Minimum Step’ for each Grade/Title. Step III shall become Step II. Step IV shall become Step III. ‘Maximum Step’ shall become Step IV. A new ‘Maximum Step’ shall be added with the same differential between Step IV and the ‘Maximum Step’ for each Grade/Title.³ The ‘Maximum after 15 years’ Step shall be adjusted to reflect the differential between the ‘Maximum Step’ and the ‘Maximum Step after 15 years’ for each Grade/Title.⁴

³ 4.2%

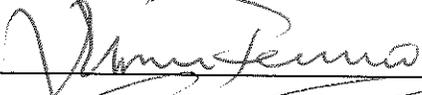
⁴ .5%

14. Change "Board of Selectmen" to "Select Board" throughout the entire contract.

For the Union:









For the Select Board:

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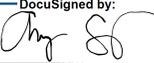

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POLICE SUPERIOR OFFICERS - January 31, 2020

Towns	Pop.	Contract Dates	Status	SGT		LT		CAPT				
				Min	Max	Min	Max	Min	Max			
Andover	33,071	7/1/16-6/30/19	in neg	\$72,262	\$75,649	\$92,618 (2 Steps)	\$95,738					
Arlington	42,844	7/1/16-6/30/19	in neg	\$73,765	\$77,454	\$86,305	\$90,621	\$100,114	\$105,119			
Belmont	24,194	7/1/17-6/30/20		\$71,976	\$81,217	\$84,120	\$94,869					
Burlington	24,498	7/1/19-6/30/2022		\$82,087	\$84,300	\$94,400	\$96,945					
Concord	17,669	Covered by two diff contracts		\$61,200	\$61,890	\$80,722	\$109,110					
Needham	25,155	Covered by two diff contracts	in neg			\$113,468 (7/1/2016) 5 Steps	\$126,473					
Reading	24,747	7/1/18-6/20/21		\$83,464 (day) \$85,896 (night)	\$90,345 (day) \$95,765 (night)	\$98,477 (day) \$104,385 (night)	\$102,454 (day) \$108,602 (night)					
Wakefield	25,168	7/1/17-6/30/20		\$74,762	\$87,429	\$90,061	\$103,452					
Wilmington	22,325	7/1/16-6/30/19	in neg	\$68,258	\$76,782	\$78,498	\$88,300					
Winchester	21,374	7/1/16-6/30/19	in neg	\$63,694 (w/out EMT or specialist) \$70,382 (w/EMT & specialist)	\$74,437 (w/out EMT or specialist)	\$73,248 (w/out EMT or specialist) \$80,939 (w/EMT & specialist)	\$85,604 (w/out EMT or specialist)					
Winchester	3.3% Added to Base Salary			\$65,796 (w/out EMT or specialist) \$72,705 (w/EMT & specialist)	\$74,437 (w/out EMT or specialist) \$82,254 (w/EMT & specialist)	\$75,965 (w/out EMT or specialist) \$83,610 (w/EMT & specialist)	\$85,604 (w/out EMT or specialist) \$94,593 (w/EMT & specialist)					
AVE (exc Wincheste)				5	73,475	5	\$1,853	5	89,404	5	\$7,656	14%

POLICE SUPERIOR OFFICERS

Towns	Night Diff	Specialist Comp	Rank Diff	EMT	QUINN			NON-QUALIFIED			Accreditation	Longevity					
					Associates	Bachelors	Masters	Associates	Bachelors	Masters		5	10	15	20	25	30
Andover	8 to 9%	5% to 18%	2%	\$950	10%	20%	25%	\$5,500	\$10,500	\$15,500		2%	2.5%	3%	3.5%	4%	
Arlington	9%	5%	15%		10%	20%	25%	0%	10,20%	20,25%	none	1%/yr	2%/yr	3%/yr	4%/yr	5%/yr	
Belmont	7%	\$900 to 1,200/yr	16.87%	3.5 to 4%	10%	20%	25%				\$500 total						
Burlington	6%	\$75/week	15%	\$1,200	10%	20%	25%	\$2,500	\$5,000	\$10,000	\$1000 included in base	\$570	\$1,240	\$1,810	\$2,380	\$2,950	\$3,520
Concord	4% (half evening/night shift) 8% (half evening/night shift)	\$2163 to 7652/yr			10%	20%	25%		\$8,000	\$11,000					\$2,500		
Needham	\$23.50 per shift				10%	20%	25%	7.5%	15%	15%							
Reading	6%	3% or (diff sleep)	17.99%		10%	20%	25%				Inc Base			steps			
Wakefield	6%	20.46%	20.46%		10%	20%	25%	5%	10%	15%				steps	steps	steps	steps
Wilmington	\$1.5 to 1.75%	\$850/yr	15.66%		10%	20%	25%	\$5,000	\$7,500	\$10,000			3%	6%	9%	12%	
Winchester	5.00%	6-10%	15% (LT higher than SGT) - 3.3% on top of base for all	2.5% or \$1,300	10%	20%	25%					\$ 1,000	\$ 1,300	\$ 1,650	\$ 2,000	\$ 2,400	

Town of Winchester
And
Winchester Police Superior Officers' Association, MCOP Local 256

This Memorandum of Understanding (MOU) is entered into this 10th day of April, 2020 by and between the respective bargaining committees of the Winchester Police Superior Officers Association, and the Town of Winchester, Select Board.

This MOU shall be subject to ratification by the Union employees and the Select Board and then further by Winchester Town Meeting Members, failing which this MOU shall be null and void and of no effect. This MOU is intended to confirm and modify the existing Agreement between the parties. It is intended to cover the Fiscal Years of 2020, 2021 and 2022 for the period July 1, 2019 to June 30, 2022.

The terms of the MOU are as follows:

1. Amend **Article IV – Association Dues and Agency Fee** by replacing Section B with the following:

“Employees who choose not to become members of the Union within the effective date of this Agreement or after the date of beginning employment with the Town, whichever is later, may elect to pay an agency fee in an amount agreed upon by the employee and the Union.

The Town’s obligation is limited to making such deduction, if the amount of wages in that work period permit, and such obligation shall cease at the time that the employee is terminated or separated from employment with the Town, or revokes authorization. The Union shall and hereby holds harmless the Town and indemnifies the Town from any liability and costs incurred in implementing this Article.”

2. Amend Section A (Salary Rates) of **Article V – Compensation** as follows:

- 2% July 1, 2019 (retroactive);
- 5% July 1, 2020; and
- 6% July 1, 2021

TOWN OF WINCHESTER
TOWN MANAGER
BOARD OF SELECTMEN

2020 APR -2 AM 10:45

RECEIVED

3. Amend Section B (Specialist Compensation) of **Article V – Compensation** by eliminating the K-9 Officer assignment as of July 1, 2020 and increasing the stipends for Lieutenant in Charge, Investigator, Safety Officer, and School Resource Officer assignments by 2% each. Create specialist assignment stipends for Firearms Instructor and Accreditation Officer at 2% each.

4. Amend Section B (Rank Differential) of **Article V – Compensation** as follows:

Eliminating the 3.30% rank differential and increasing the “Compensation Schedule” by 4.3%¹ effective July 1, 2020.

Effective July 1, 2020, eliminate the paragraph, “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.”

5. Add Section C (Method of Payment) under **Article V – Compensation** as follows: The parties agree that all compensation for employees covered by this agreement, including but not limited to wages, details, and reimbursements received by direct deposit shall receive their advice of said wage payment through the Town’s Employee Self-Service (ESS) program, Union members may opt-in to continue to receive a physical pay stub.

Further, all compensation for employees covered by this agreement, including but not limited to wages, details, and reimbursements shall be paid or direct deposited in one paycheck.

6. Amend the table in **Article VIII – Service Increments** by striking the bottom two paragraphs and replacing with the following:

“Effective July 1, 2020, officers who have completed twenty-six years of service will receive an annual service increment payment equivalent to seven (7%) percent of the annual base salary of S1/L1, step 4. Service increment payments shall be added to and computed as part of the individual officer’s base wage.”

7. Amend **Article IX – Special Duty Detail Assignment** by changing the language as follows:

¹The existing rank differential plus an additional 1% wage adjustment.

Section A

Municipal Details: The rate pay shall be an individual officer's overtime rate². For example; if an officer's current straight rate is \$35.00 per hour. His overtime rate is \$52.50 per hour.

Section B

Non-Municipal Details: The rate of pay shall be 1 ½ the rate of an L-1 Step 4 Lieutenant³. For example; the current rate being based on L-1 Step 4 as of FY19 is: \$57.19.

Section C

1. All details on Thanksgiving eve (after 6pm), Thanksgiving Day, Christmas Eve (after 6pm), Christmas Day, New Year's Eve (after 6pm), New Year's Day, Martin Luther King Day, President's Day, Easter Sunday, Patriots Day, Memorial Day, Independence Day, Labor Day, Columbus Day and Veterans Day are to be paid at double an officers' rate specified in Section B, or \$114.38 per hour.
2. All municipal details on the above noted holidays (C-1) are to be paid at double an officer's hourly straight rate. Using Section A as an example \$70 per hour.
3. All municipal details on Saturdays and Sundays are paid at an officer's overtime rate, (Section A, \$52.50 per hour).
4. Strike details are to be paid at time and one half of the detail rate specified in Section A, B and C with a four (4) hour minimum payment. For example, a municipal strike detail (Section A) would be paid at time and one half of an officers' overtime rate or \$78.75 per hour. A non-municipal strike detail would be paid at time and one half of L-1 Step 4, or \$85.78 per hour. A non-municipal strike detail on a holiday (C-1) rate or \$114.38 per hour would be paid at time and one half (C-1) rate or \$171.57 per hour.
5. Non-Municipal details (Section B) started or continued between 7pm and 7am shall be paid at time and one half of the rate specified in Section B and C-1. For example (B) non-holiday detail between above hours shall be time and one half of \$57.19 or \$85.78 per hour. A non-municipal detail on a holiday (C-1), between the hours of 7pm and 7am shall be paid at time and one half of \$114.38 or \$171.57 per hour.
6. All details in excess of eight (8) hours shall be paid at time and one half of the detail rate as specified in Section B, C-1, C-4 and C-7
7. All Non-municipal details on Saturdays and Sundays (Section B) are to be paid at one in a half times the rate specified in Section B. For example; time and a half of \$57.19 or \$85.78 per hour.

² Effective upon mutual ratification of this Agreement.

³ Effective upon mutual ratification of this Agreement.

Section D

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 standards and requirements, including civilian and sworn status, for the following in descending order, after all permanent full time Winchester officers are provided an opportunity for assignment:

1. Retired Winchester Officers.
2. Current officers (full time permanent) from surrounding communities.
3. Retired officers from other communities.
4. Winchester Auxiliary Officers
5. Traffic Directors (maximum 12)

Section E

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

Section F

If a detail requires four (4) or more officers, the officer in charge, by rank and by seniority if there is more than one officers of same rank of the detail shall receive an extra \$10.00 per hour.

Section G

An officer shall be paid a minimum payment in the amount equivalent to four (4) hour's pay at the applicable hourly rate for all non-municipal details which are cancelled with less than two (2) hours' notice prior to the scheduled start time. Officers shall be paid an amount equivalent to two (2) hours pay at the applicable hourly rate for municipal details cancelled less than one (1) hour prior to the scheduled start time.

8. **Amend Article XI – Employee Benefits, Section B – Benefit Incentive Program** by adding the following language:

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. *This benefit shall terminate for each officer upon the completion of 25 years of service, defined as the last calendar day of the year (December 31st) of an officer's 25th anniversary.*

9. Amend Article XVI – Other Leaves, Section G removing the word, “three” in (for a total of three) and replacing with the word, “four”.

10. Amend Article XIX – Group Health and Life Insurance Benefits by removing, “on Health Care Premiums” and replacing with, “on Harvard Pilgrim HMO Premiums” in the last paragraph.

Add “Acceptance of 50% / 50% split on Harvard Pilgrim PPO Premiums on July 1, 2010”.

11. Amend Article XXVI – Night Shift Differential by increasing the percentage in the first sentence to “5.5%” on July 1, 2020 and to “6%” on July 1, 2021.

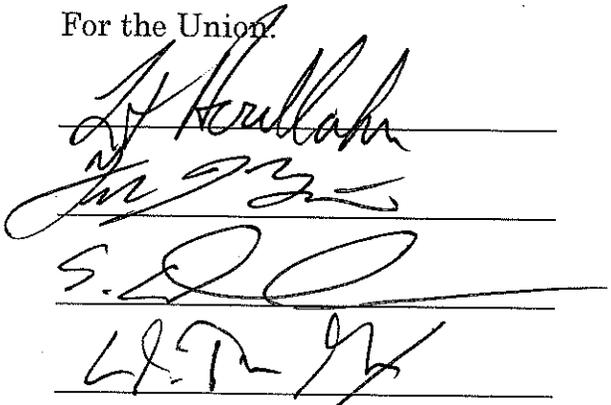
12. Remove/delete Article XXIX – Master Superior Officer Plan [effective June 30, 2020].

13. Amend Article XXX – Duration to reflect the dates of this Agreement.

14. Effective July 1, 2021 the Compensation Schedule shall be adjusted accordingly: the then applicable (i.e. with all base wage increases up and through June 30, 2021) Step II shall become the new ‘Minimum Step’ for each Grade/Title. Step III shall become Step II and the ‘Maximum Step’ shall become Step III. A new ‘Maximum Step’ shall be added with a 4.5% differential over Step III for each Grade/Title.

15. Change “Board of Selectmen” to “Select Board” throughout the entire contract.

For the Union:

 Four handwritten signatures are present, each on a horizontal line. The signatures are in black ink and vary in style, including cursive and block letters.

For the Select Board:

DocuSigned by:
Susan Verdichio
CF8192DE129E467...
DocuSigned by:
Mariano Eduboff
576AC5FFF9534E7...
DocuSigned by:
Jacqueline Welch
6C702547BAB54C5...
DocuSigned by:

9F56D11EB90D42F...

Fire Department Comps - February 4, 2020

Towns	Contract Date	Status	Pop. (2010)	Effective Salary Date	Firefighter Base Wage			LT		RD LT	Capt		RD Capt	Steps	Specialist Comp	EMT	Paramedic
					Min	Max	# Steps	Min	Max		Min	Max					
Belmont	7/1/17 - 6/30/20		24,194	FY20	\$48,616	\$62,048	6 (7 >20y)	\$71,978	\$78,600	16%	\$89,604	\$93,534	19%	3/2 (4/3 >20y)	\$2,000	6%	9.5%
Canton	7/1/18 - 6/30/21		21,561	FY20	\$55,916	\$70,469	5 (6 >20y)	\$79,864	\$83,858	19%	\$92,842	\$97,485	16.25%	1 (2 >20y)	\$700-1,400	#####	\$4,000
Lexington	7/1/19 - 6/30/22	MOU	31,394	FY20	\$54,272	\$64,033	4	\$68,654	\$76,410	16%	\$79,639	\$88,635	16%	3	\$1,300-4,000	9-16%	16%
Needham	7/1/16 - 6/30/19	Neg	29,155	1/1/2019	\$52,878	\$70,019	9	\$69,932	\$82,905	18%	\$82,446	\$90,134	18%	4	\$2000-3000	5%	6.5%
Reading	7/1/18 - 6/30/21		24,747	FY20	\$54,497	\$68,880	5 (6 >20y)	\$76,904	\$79,807	15%	\$89,977	\$93,373	15%	4	3-8%	5%	11%
Natick	7/1/15 - 6/30/18	Neg	33,076	FY18	\$47,526	\$62,948	8 (4 in 1st 2y)	\$69,808	\$71,761	14%	\$76,566	\$78,937	10%	1	\$3,000	5-6%	14.5%
Winchester	7/1/2016 - 6/30/2019	Neg	21,374	6/30/2019	\$53,888	\$59,086	4		\$69,721	18%		\$80,357	15%	0	4.5-9%	8.5%	15.5%
Average					\$52,251	\$66,400		\$72,823	\$78,890		\$85,179	\$90,350					
\$ Amount Below Top					\$2,028	\$11,383			\$14,137			\$17,128					
\$ Amount Above Bottom					\$6,362	\$0			\$0			\$1,420					
below top					-3.88%	-17.14%			-17.92%			-18.96%					
above bottom					12.18%	0.00%			0.00%			1.57%					
% related to average					3.04%	-12.38%			-13.15%			-12.44%					

RECEIVED

Memorandum of Agreement

between

2020 MAR 23 AM 9:26
Winchester Firefighters IAFF Local 1564 & Town of Winchester

TOWN OF WINCHESTER
TOWN MANAGER
BOARD OF SELECTMEN

Through this Memorandum of Agreement, Winchester Firefighters IAFF Local 1564 and the Town of Winchester hereby agree to a successor agreement to the July 1, 2016 – June 30, 2019 collective bargaining agreement for the period **July 1, 2019 through June 30, 2022** with the changes reflected below. All other provisions of the 2016-19 agreement shall remain in full force and effect.

- A. Duration: FY 2020 through FY 2022 (July 1, 2019 through June 30, 2022), retaining the language of the duration article.
- B. Base Wage Increases:
- | | |
|---------------------------|--|
| 1. Effective July 1, 2019 | 2.0% increase to base wage (retroactive) |
| 2. Effective July 1, 2020 | 4.0% increase to base wage |
| 3. Effective July 1, 2021 | 6.0% increase to base wage |
- C. Effective July 1, 2020 Article 6, Section 2 shall be amended as follows: (a) Step 4 shall be adjusted to a level that is 4.2% higher than Step 3 as of Fiscal Year 2020; and (b) A new Step 5 shall be added, at 2% above Step 4.
- Effective July 1, 2021 a new Step 6 will be added at 2% above Step 5.
- Effective July 1, 2022 a new Step 7 will be added at 2% above Step 6.
- Effective July 1, 2023 a new Step 8 will be added at 2% above Step 7
- D. Articles 1 and 2 shall be amended by adding the position of Deputy Chief/Assistant Chief as excluded from the bargaining unit. The Deputy Chief/Assistant Chief shall be selected from members of the bargaining unit. If no internal candidate accepts the position, it may be filled externally. Any member serving in this capacity shall return to his/her former position if and when he/she ceases to serve in such position. In this case, no other officer will be reduced in rank as a result.
- E. Article 6, Add Section 8: The parties agree that all compensation for employees covered by this agreement, including but not limited to wages, details, and reimbursements shall be direct deposited by the Town in an account of the employees' choosing.

All employees receiving wage payment by direct deposit shall receive their advice of said wage payment through the Town's Employee Self-Service (ESS) program. Union members may opt-in to continue to receive a physical pay stub.

- F. Amend Article 5 – Association Dues and Agency Fees by replacing Section 2 with the following:

“Employees who chose not to become members of the Union within the effective date of this Agreement or after the date of beginning employment with the Town, whichever is later, may elect to pay an agency fee in an amount agreed upon by the employee and the Union.

The Town’s obligation is limited to making such deduction, if the amount of wages in that work period permit, and such obligation shall cease at the time that the employee is terminated or separated from employment with the Town, or revokes authorization. The Union shall and hereby holds harmless the Town of Winchester and indemnifies the Town from any liability and costs incurred in implementing this Article.”

- G. Article 6, Section 1(b) shall be amended to read as follows: *“The work schedule shall consist of 24 hours on duty, 24 hours off duty, 24 hours on duty and five consecutive 24 hour periods off duty.”*

- H. Article 6, Section 3 shall be amended by adding the position of “Training Officer” as an additional stipended position, at the 9% rate. A new Section 8 shall be added to Article 6 stating that the Training Officer shall not be assigned to a working group and will be scheduled ten (10) hours per day for four (4) days each week.

- I. Language shall be added to Article 6, Section 3(a) as follows: *“With the exception of the Fire Prevention Officer and Training Officer, the above stipend positions shall be appointed from the permanent Firefighter rank. Upon promotion, a Firefighter holding such a specialist assignment shall relinquish such assignment at which time a new appointment shall be made from the Firefighter rank. The positions of Fire Prevention Officer and Training Officer may be filled from either the Firefighter or Officer rank, and a Firefighter holding such position shall not be required to relinquish such position upon promotion.”*

- J. Article 6, Section 5 shall be revised to read as follows:

“A yearly stipend of \$100 will be paid to the four (4) CPR instructors, designated by the Department. One CPR instructor shall be assigned to each group.

If a designated CPR instructor voluntarily transfers to another group, and that group already has a designated CPR instructor, the voluntarily transferred employee shall forfeit the CPR instructor designation and stipend. If there is no remaining CPR instructor in the group the voluntarily transferred employee left, another bargaining unit member shall be designated CPR instructor.

If a designated CPR instructor is involuntarily transferred to another group, and that

group already has a designated CPR instructor, the involuntarily transferred employee shall retain the CPR instructor designation and stipend for a period of one year from the date of involuntary transfer. Thereafter, he/she shall not continue to retain the designation and stipend unless there is no other designated instructor in the group. If there is no remaining CPR instructor in the group the involuntarily transferred employee left, another bargaining unit member shall be designated CPR instructor.”

In either case, if no member of the original group holds the appropriate certification, the Town will pay for and arrange for a member of that group to receive CPR instructor certification.

- K. Article 7 shall be amended by increasing each of the stated service increments by \$200, effective July 1, 2020.
- L. The first paragraph of Article 14, Section 3 shall be revised by adding the following language:

“The Town will provide each employee promoted from Firefighter to Lieutenant an initial issue of the rank-appropriate dress uniform. The Town will provide each employee promoted from Lieutenant to Captain The Town will provide each employee promoted from Lieutenant to Captain the following: two (2) lapel badges; one (1) hat badge; one (1) helmet shield; one (1) set of rank stipes on uniform sleeve (with tailoring costs; one (1) turnout gear name plate; and two (2) sets of collar pins”.
- M. Article 15A, Section 2 shall be amended to read as follows: *“This policy is applicable to courses taken as part of an undergraduate program leading to an Associate or Bachelor’s degree in Fire Science, Fire Administration, Emergency Management, Emergency Medical Services (EMS), or a graduate program leading to a degree in the above fields or public administration.”*
- N. Article 15B, Section 1 shall be amended by adding the following after the first sentence: *“FESHE-approved courses and institutions shall be included in any such approved list.”*
- O. Article 15B, Section 2 shall be amended to add the following phrase after the first sentence: *“up to a maximum cost per credit based on the current Anna Maria College tuition schedule for Bachelor and Master’s degree programs.*
- P. Article 15C, Section 1 shall be amended by deleting *“\$25 per credit earned”* and substituting *“\$50 per credit earned”*.
- Q. Article 23, Section 1 shall be deleted and replaced with the following:

“For purposes of this Article, prohibited drugs include all substances included in Schedules I through III of the Controlled Substances Act (29 U.S.C. Section 812). Included among those drugs by way of example are marijuana, cocaine, opiates, phencyclidine (PCP), amphetamines

and methamphetamines. Possession of a controlled substance without a valid prescription or other legal authorization violates this Article.

An employee who is taking a controlled substance under a valid prescription should check with the prescribing medical professional to ensure that the medication will not interfere with the employee's ability to perform job functions safely and efficiently. Any questions or doubts should be raised with the Chief. Abuse of validly obtained prescription drugs will be treated in the same manner as abuse of alcohol. Abuse of prescription drugs in all other cases will be treated as abuse of illegal drugs."

R. The following language should be added to Article 23, Section 9:

"Members of the bargaining unit are subject at any time to random drug and/or alcohol testing while on duty. When notified, members will proceed immediately to the collection site. Random selection shall be by a system to be agreed to by the local in which selection is made by a neutral or blind criteria in which the identity of the member is not know as part of the selection process. No member of the bargaining unit will be required to be tested more than two (2) times in a period of twelve months per random selection. Further:

--Random testing will be designed so that a number equal to 25% of the eligible members of the bargaining unit will be tested on an annual basis

--Each random test, whether alcohol or drug, counts as one test. If both tests are given at once, it counts as two tests.

S. Article 23, Section 10 shall be amended by deleting "\$200" in the first sentence of said section, and substituting "\$1,000".

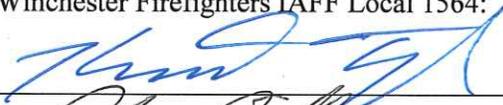
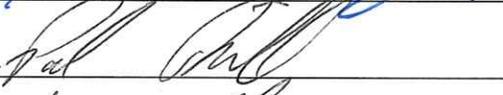
T. The Town and the Union will put together a committee to evaluate whether the Town should remove itself from Civil Service.

U. The term "Board of Selectmen" will be replaced by "Select Board" throughout the contract.

V. This Memorandum of Agreement is subject to ratification by bargaining unit employees and the Select Board. Funding of contractual provisions is subject to a vote of Town Meeting. Upon ratification and finding, the parties agree to incorporate this Memorandum, and prior Memoranda, into a fully-integrated collective bargaining agreement.

AGREED AND ACCEPTED:

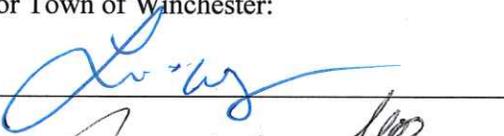
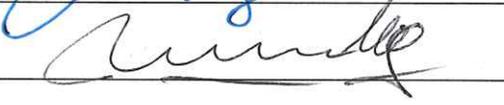
For Winchester Firefighters IAFF Local 1564:




Date: 3/11/2020

For Town of Winchester:



Date: _____