

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].

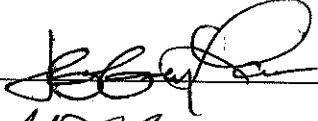
13. Effective July 1, 2021 the Compensation Schedule shall be adjusted accordingly: the then applicable (i.e. with all base wage increases up and through June 30, 2021) Step II shall become the new ‘Minimum Step’ for each Grade/Title. Step III shall become Step II. Step IV shall become Step III. ‘Maximum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

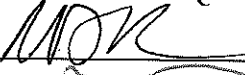
³ 4.2%

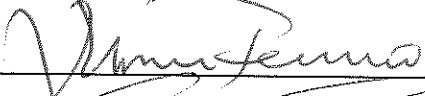
⁴ .5%

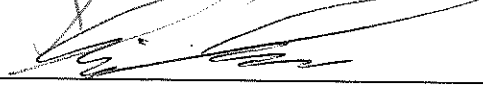
14. Change "Board of Selectmen" to "Select Board" throughout the entire contract.

For the Union:












For the Select Board:

DocuSigned by:


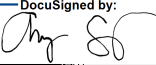
CF8192DE129E407...

DocuSigned by:


576AC5FFF9534E7...

DocuSigned by:


8C702547BAB54C5...

DocuSigned by:


9F56D11EB90D42F...