

Table of Contents

	Page
Preamble	1
Article I	Recognition
	2
Article II	Communications
	3
Article III	Association Dues and Agency Fee
	4
Article IV	Compensation
	5
Article V	Compensation Upon Promotion
	8
Article VI	Step-Rate Increases
	9
Article VII	Service Increments
	10
Article VIII	Special Duty Detail Assignment
	11
Article IX	Court Time
	13
Article X	Employee Benefits
	14
Article XI	Vacations
	16
Article XII	Holidays and Overtime
	18
Article XIII	Sick Leave
	19
Article XIV	Other Leaves
	21
Article XV	Clothing Allowance and Repairs
	23
Article XVI	Group Health and Life Insurance Benefits
	24
Article XVII	Grievance Procedure
	25
Article XVIII	Management Rights
	27
Article XIX	Miscellaneous
	28
Article XX	Stability of Agreement
	29
Article XXI	Scope
	30
Article XXII	Light Duty
	31
Article XXIII	Substance Abuse
	32
Article XXIV	Master Officer
	34
Article XXV	Duration and Effective Date of Agreement
	35
Salary Schedules	36

This Agreement made to be effective this 10th day of April, 2020 by and between the Town of Winchester, a municipal corporation located in Middlesex County, Massachusetts (herein called the Town), and the Winchester Police Patrol Officers Association, MASSCOP and 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 recognized the Association as the sole and exclusive bargaining agent of all permanent full-time Patrolmen but excluding the Chief, Superior Officers, temporary Police, Auxiliary and Special Police, and all other employees.

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

Association Dues and Agency Fee

A. Association Dues: Effective February, 1979 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 Law Chapter 180, Section 17A)

B. Agency Service Fee:

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.

ARTICLE IV

Compensation

- A. Salary Rates - see Salary Schedules Appendix A.

Salary rates shall be increased as follows:

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

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. 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.

- B. Specialist Compensation: The following positions in the Department are considered as Specialists **and shall receive the stipends indicated**

Investigator	
Juvenile Officer	
Safety Officer	
Identification Officer	
K-9 Officer	
Prosecutor	
School Resource Officer (SRO)	8%

Retroactive to July 1, 2007, the Night Shift Differential stipend shall be increased by 0.5% (from 4.25% to 4.75%). Effective on July 1, 2008, the Night Shift Differential stipend shall be increased by 0.25% (from 4.75% to 5.00%). Effective July 1, 2020, the Night Shift Differential stipend shall be 5.5%. Effective July 1, 2021, the Night Shift Differential stipend shall be 6.0%.

A Member of the Bargaining Unit, when assigned as a Specialist, shall be paid Specialist pay, which through FY-13 is equivalent to a 7 ½% of P-1 Base pay.

Effective July 1, 2011 (FY 2012) Detective Stipend of 0.25% granted

Effective January 1, 2012 (FY 2012) Detective Stipend of 0.25% granted

Night Differential: A night differential stipend in the amount of four (4%) percent of an employee's daily regular straight time pay rate will be paid to those employees who actually work a night shift. A night differential stipend in the amount of 4.25% (effective June 30, 2003) of an employee's daily regular straight time pay rate will be paid to those employees who actually work a night shift. A night differential stipend in the amount of 5.5% (effective July 1, 2020) of an employee's daily regular straight time pay rate will be paid to those employees who actually work a night shift. A night differential stipend in the amount of 6.0% (effective July 1, 2021) of an

employee's daily regular straight time pay rate will be paid to those employees who actually work a night shift.

D. Certification and Accreditation Stipend:

Retroactive to January 1, 2008, an annual stipend equivalent to 0.5% of base pay shall be paid to each member of the Department in recognition of the Winchester Police Department being certified by the Massachusetts Police Accreditation Commission. An additional 0.5% annual stipend (for a total of 1.00%) shall be paid if and when the Town receives accreditation by the Massachusetts Police Accreditation Commission. The above stipends shall remain in place as long as the Town maintains certification or accreditation. In no event shall the total compensation for any stipends covered under this provision exceed \$1,000 annually.

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.

The stipend for departmental certification by the Massachusetts Police Accreditation Commission shall be increased as follows:

July 1, 2013	.5% (retroactive)
July 1, 2014	.025%
July 1, 2015	.025%

The stipend cap referenced in the last sentence to sub-paragraph "D" (\$1,000) annually shall be changed to read \$1200.

The following sentences shall be inserted at the end of the subparagraph ending with the words "achieve these requirements": "in the event that the Town decides to not seek said certification, the parties agree that an equivalent certification may be applied for without loss of compensation to each member officer."

- E. Emergency Medical Technician (EMT) Stipend:** 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: FY98 through FY02 is \$1300.

These payments will be included in the Officer's base wages (as shown in Article IV, P-2 Patrolmen).

Effective July 1, 2002, the EMT Stipend shall be \$1,400 or 2.5% of base wage for SGT maximum, as reflected in the S-1 Schedules whichever is higher.

- F. Tour 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.

Specialists and Detectives 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.

Years ago when the Town converted the police officer work schedule from a four-and-two work week, where officers worked four eight hour days and had two off, to a four and four work week, whereby officers work four ten hours and have four days off, it was recognized that the officers would be working 120 fewer hours over the course of a calendar year under the four and four work schedule versus the former four-and-two work schedule. In exchange for agreeing to change the schedule, it was agreed that officers would work (make up) the one hundred and twenty hours lost by the schedule change rather than have their annual salaries adjusted downward to account for the lost hours. It was understood that the work of these 120 hours, commonly referred to as "CD" hours would be for no additional compensation and they would be worked as directed by the Police Chief or his/her designee.

Effective January 1, 2005, the annual number of "CD" hours a patrol officer must work will be reduced from one hundred twenty (120) to one hundred fourteen (114).

Effective January 1, 2006, the annual number of "CD" hours an officer must work will be reduced from one hundred fourteen (114) to one hundred eight (108).

If 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.

Reduce CD hours by 5 over the 3-year agreement, as follows:

Year 1 of 3	2 Hours January 1, 2011	to 106
Year 2 of 3	2 Hours January 1, 2012	to 104
Year 3 of 3	1 Hour January 1, 2013	to 103

G. Method of Payment-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.

ARTICLE V

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 stop 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 VI.

ARTICLE VI

Step Rate Increases

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.

Officers hired prior to July 1, 2009, will receive a 2.5% increase in their P-1 base upon completion of fifteen (15) years of service review by the Chief of Police that an officer's overall performance had been satisfactory.

Post-July 1, 2009 officers who are receiving benefits according to Article X shall not be eligible for any benefit under this paragraph, except that post July 1, 2009, officers who are not receiving benefits in accordance with Article X shall upon completion of fifteen (15) years of service review by the Chief of Police that an officer's overall performance had been satisfactory and approval of the Town Manager, receive a .5% increase in their P-1 Base.

Any Officer who begins to receive this benefit, who subsequent to fifteen (15) years of service becomes eligible for benefits in accordance with Article X - Self-improvement Program - shall no longer be entitled to the base wage adjustment in accordance with this paragraph.

Note: This change shall become effective on June 30, 2019.

Denial of individual advancement under this Article shall not be made arbitrarily or with capricious intent.

- 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 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 an Employee of the reasons that he is receiving or not receiving a step rate increase.

ARTICLE VII

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, 2006

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

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 Pl, "maximum step". Service increment payments shall be added to and computed as part of the individual officer's base wage.

ARTICLE VIII

Special Duty Detail Assignment

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:

- A. Municipal The rate pay shall be an individual officer's overtime rate. Foreexample; if an officer's current straight rate is \$35.00 per hour. His overtime rate is \$52.50 per hour. Municipal details carry a 4 hour minimum payment, and hourly thereafter.
- B. Non-Municipal The rate of pay shall be 1 ½ the rate of an L-1 Step 4 Lieutenant. For example; the current rate being based on L-1 Step 4 as of FY19 is: \$57.19. Non-Municipal details carry a 4 hour minimum payment and 8 hours minimum shall be paid after working over the 4 hours.
- 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 halftimes the rate specified in Section B. For example; time and a half of \$57.19 or \$85.78 per hour.

8. A minimum of two officers shall be assigned to all strike details.

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

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

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.

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.

ARTICLE IX

Court Time

- A. Employees shall be paid for attending hearings and for court appearances in their official capacity as follows:

District Court, Superior Court, and Hearings in same - time and one half of Patrolman's maximum salary compensation in effect at time of appearance.

A minimum of five (5) 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 X

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).

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.

The parties agree that degrees from accredited United States colleges and universities in the field of Criminal Justice and such other related fields of learning as may be approved by the Chief of Police, shall be recognized for the benefit of this sub-section. Furthermore, the parties agree that at the discretion of the Town, a minimum of four (4) hours of training "CD" time may be devoted to matters associated with continuing education topics relevant to departmental operation, such as, but not limited to, the current state of the law on evidence, search and seizure, civil rights, prisoner detention and custody, etc.

Denial of degrees for eligibility under this Article shall not be made arbitrarily or with capricious intent.

Any officer receiving payments in accordance with this article (except such pre-July 1, 2009 hired officers in accordance with Article VI - Step Rate) shall not receive a year 15 step increase.

It is agreed that the following list of officers and degrees (Appendix A) will be recognized for purposes of this MOU.

- Note: These changes shall become effective on July 1, 2018.

- 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. Effective July 1, 2020, 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 31^s of an officer's 25th anniversary).

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 fifteen (15) 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 XI

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. Vacation should not be accumulated for 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. If a recognized legal holiday (as specified in Holiday Section) falls within the period of employee vacation, one day will be added to the vacation. The additional day may be added later at a time mutually satisfactory to the Employee and the Department Head. Exceptions may be made in Fire and Police Departments.

- G. 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.
- H. 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.
- I. Effective January 1, 1980 a vacation week shall be defined as five (5) regularly scheduled working days.

ARTICLE XII

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 pay 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 ½ hour overtime pay; if Employee works over 30 minutes to 60 minutes he will receive one hour overtime pay. At the Chiefs 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 on a prorated basis of the annual salary of a Patrol-Maximum classification. Payment for such appearances is a minimum of five hours and is to be made in lieu of witness fees or compensatory time off. Any additional time over the five-hour maximum will be paid at time and one half rate of Patrol-Maximum classification. (Also see Article IX of Agreement).
- 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.
- D. Employees covered by the Agreement shall receive three hours pay at time and one half for call back to duty.
- E. Employees covered by this Agreement are eligible to take two personal days per calendar year. The scheduling of time to be taken is at the discretion of the Chief of Police.

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 XIII

Sick Leave

A. Non-Occupational Sick Leave

1. For the first year of employment, Employees will accumulate sick leave at a rate of 1 ¼ 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 accumulated in a "Bank" account and may be granted upon the recommendation of the Police Chief and approval of the Town Manager. 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

1. 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. (General Laws Chapter 41, Section 111F)
2. 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.

- C. The requirements of this section may be waived by the Police Chief with the concurrence of the Town Manager.
- D. For a period of 24 hours following the end of any shift for which an Employee calls in sick, the Employee may not work overtime or detail, except if the Chief gives special permission. No refusals to be charged during this period.
- E. Any officer leaving a tour of duty sick shall be charged on a pro-rata basis for time taken off.
- F. 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. The provisions of this paragraph shall be effective for any retirements occurring on or after July 1, 2002. Said days shall be paid at a full days rate of base 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 1 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.

ARTICLE XIV

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, close relatives residing with the Employee, grandparents, stepchild, stepmother, stepfather, stepbrother, or stepsister. In the 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. (General Laws Chapter 33, Section 59)

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. (General Laws 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. (General Laws Chapter 41, Section 11J)

- 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. (General Laws 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. Specialists covered under Article IV section B, will receive an additional eight (8) hours of compensatory time. The scheduling of these days shall be at the discretion of the Police Chief.

ARTICLE XV

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, piercings, 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 XVI

Group Health and Life Insurance Benefits

The Town will continue to provide and pay 50% of the monthly premium of the Blue Cross Blue Shield indemnity and PPO health insurance plans offered by the Town. The Town will continue to provide and pay 71% of the monthly premium of the Blue Cross Blue Shield Family Plan. The Town will continue to provide and pay 90 percent of the monthly premium of the HMO Blue and Harvard Pilgrim Health Care HMO individual plans. The Town will continue to provide and pay 81% of the monthly premium of the Harvard Pilgrim Health Care HMO Family Plan.

Effective July 1, 2005, the following change shall occur:

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

Persons covered by the Harvard Pilgrim Health Care HMO Family Play shall pay 21% of the monthly premium.

The Town and the Union agree to settle the ongoing dispute relative to change in the Employee Health Insurance program to MITA as detailed in a separate document entitled Settlement of Health Insurance Grievance dated_____and attached hereto.

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

Effective July 1, 2010 Acceptance of 75%/25% split on Harvard Pilgrim HMO Premiums.

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

ARTICLE XVII

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, if the Secretary is not available the Treasurer will take the place of the President), one Superior Officer and an alternate, and three Patrolmen and an 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 Chiefs decision, may file a formal written appeal to the Town Manager within five (5) days of the Chiefs 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.

*Note: These changes shall become effective on July 1, 2018.

- 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 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 XVIII

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 discharge 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 28

Miscellaneous

- 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. Any Employee covered by this Agreement may be permitted to reside beyond the 15-mile radius as per the appropriate provisions of the Civil Service law, subject to the recommendation of the Chief of Police and the approval of the Town Manager.

ARTICLE XX

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 XXI

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 XXII

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 XXIII

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 XXIV

Master Officer

The designation of Master Officer shall be established and made available to any officer in good standing with a full sick leave bank accrual and at least 27 years of service.

Upon approval of the Chief of Police, a Master Officer shall serve as a Field Training Officer (FTO), providing guidance and training to probationary officers. In addition, the Master Officer shall provide supervision to all sift personnel when supervision is not readily available. No additional compensation shall be provided for this responsibility. Officers assuming these additional duties will receive compensation as defined in paragraph #3 below.

A Master Officer shall be eligible to receive up to three additional annual step increases after serving two years in the program. The Chief of Police may waive the two year waiting period at his sole discretion. Additional steps entitled Master Officer I, II and III shall be established and the value of these annual step increases shall be equivalent to the percentage increase from Step IV to the Maximum Step of the Compensation Schedule. However, for the purpose of calculating Longevity, EMT, Quinn Bill, Holiday Pay, etc., the Maximum Step shall continue to be used. Once the officer begins to receive Master Officer step increases, they shall waive their eligibility to receive Sick Leave Reduction Incentive compensation within Article 13 of the Agreement. An officer must provide the Town with advance notice of his/her participation in the program.

Notwithstanding other provisions of this Agreement, a Master Officer shall be provided first priority for the scheduling of all vacations and holidays. The Master Officer shall be authorized to wear a stripe or other appropriate insignia on their uniform identifying their status.

The Chief of Policy may within his sole discretion remove an employee from the Master Officer program if the employee fails to maintain an adequate sick leave bank or for other performance reasons.

Effective June 30, 2020, remove/delete Article XXIV - Master Superior Officer Plan.

ARTICLE XXV

Duration and Effective Date of Agreement

This Agreement shall be effective as of July 1, 2019 and shall continue in effect in full force and effect until and including June 30, 2022 , 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 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 re-opener 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, 2021 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, 2022, 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 Select Board 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 Patrol Officers Association, MASSCOP

SCHEDULE 8

Police Patrol Officers Compensation Schedule -- FY20 - July 1, 2019

Compensation Grade/Title	Minimum	II	III	IV	Maximum	Maximum after 15 years (Post 2009)	Maximum after 15 years (Pre 2009)
P-1 Base	52,064	54,231	56,504	58,877	61,349	61,656	62,883
P-2 Base & EMT	53,902	56,069	58,342	60,715	63,187	63,494	64,721
The preceding rates reflect a 2% adjustment over FY19 June 30, 2019 rates.							
FY20 is the 1st year of a 3-year agreement between the Town of Winchester and the Police Patrol Officers Association, MASSCOP.							

SCHEDULE 8

Police Patrol Officers Compensation Schedule -- FY21 - July 1, 2020

Compensation Grade/Title	Minimum	II	III	IV	Maximum	Maximum after 15 years (Post 2009)	Maximum after 15 years (Pre 2009)
P-1 Base	54,146	56,401	58,764	61,233	63,803	64,122	65,398
P-2 Base & EMT	56,158	58,413	60,776	63,245	65,815	66,134	67,410
The preceding rates reflect a 4% adjustment over FY20 rates.							
FY21 is the 2nd year of a 3-year agreement between the Town of Winchester and the Police Patrol Officers Association, MASSCOP.							

SCHEDULE 8

Police Patrol Officers Compensation Schedule -- FY22 - July 1, 2021

Compensation Grade/Title	Minimum	II	III	IV	Maximum	Maximum after 15 years (Post 2009)	Maximum after 15 years (Pre 2009)
P-1 Base	59,785	62,290	64,907	67,631	70,472	70,824	72,223
P-2 Base & EMT	62,014	64,519	65,136	69,860	72,701	73,053	74,452
The preceding rates reflect a 4% adjustment over FY20 rates.							
FY21 is the 2nd year of a 3-year agreement between the Town of Winchester and the Police Patrol Officers Association, MASSCOP.							