

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

This Memorandum of Understanding (MOU) is entered into this 5th day of APRIL, 2022 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 approval by 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 2023, 2024 and 2025 for the period July 1, 2022 to June 30, 2025.

The terms of the MOU are as follows:

1. Replace "he/she" with gender neutral pronouns, such as "they/them/their" throughout the contract.
2. Consistent reference to "Town of Winchester" and "Union" nomenclature throughout the contract.
3. Amend Section A (Salary Rates) of **Article V – Compensation** as follows:

FY2023	July 1, 2022	2%
FY2024	July 1, 2023	2.75%
FY2025	July 1, 2024	2.75%

4. Revise the language of Section A of **Article XIII – Vacations** as follows:

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~~
2 weeks for 30 weeks up to 5 years
3 weeks for 5 years of service
4 weeks for 10 years of service
5 weeks for 15 years of service and above

~~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.

5. Amend Article XIV – Holidays and Overtime as follows:

(a) Increase the number of designated holidays to twelve (12) and add “Juneteenth”; and

(b) Replace “Columbus Day” with “Indigenous Peoples Day”.

6. Amend Article XXVIII – Sick Leave Reduction Incentive as follows:

“An employee who has averaged no more than ~~5 sick days~~ **3 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~~ **\$22,000** upon retirement.”

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





8. Add a new section H under Article XVI – Other Leaves establishing time limits for administrative leave following “critical incidents” as follows:

“H. Administrative Leave Following Critical Incidents: Any officer who discharges, draws, displays, or otherwise uses their weapon in the course of their duty shall be entitled to return to work from administrative leave, subject to (1) an investigation by the Chief/Department and/or any outside investigative law enforcement agency concluding such use to be justified and (2) the officer being cleared to return to duty by a mental health professional, approved by the Police Chief, no later than two shift rotations (calculated on a “four and four” schedule) following such use. A mental health evaluation shall not be unreasonably delayed, and any cost shall be covered by the Town.

If administrative leave extends beyond the aforementioned timeline, "CD" time owed will be prorated at ten (10) hours per month until the officer's return to duty. In the event leave extends into the following calendar year, unused vacation time and time owed will carry over into the new year.

Officers involved in a deadly force or critical incident shall be required to attend at least one counseling session with a mental health professional specializing in law enforcement PTSD cases. Counseling may either be individual or as a group with all officers involved in the incident and is in addition to any required mental health evaluation pursuant to the preceding paragraphs. This counseling session should take place regardless of an officer's leave status."

For the Union:

For the Select Board:

