

AGREEMENT

TOWN OF WINCHENDON

AND

INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS

LOCAL 538

July 1, 2019 through June 30, 2022

PREAMBLE

THIS AGREEMENT is made and entered into between the Town of Winchendon, Massachusetts, hereinafter referred to as the "Town" and the International Brotherhood of Police Officers, hereinafter referred to as the "Union".

WHEREAS, the well-being of the Police Officers covered by this Agreement and the efficient and economic operation of the Police Department require that orderly and constructive relationships be maintained between the parties; and

WHEREAS, the parties to this Agreement consider themselves mutually responsible to establish stable and meaningful relations based upon this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and Agreements herein contained, the parties mutually agree as follows:

ARTICLE 1

RECOGNITION AND UNIT DESCRIPTION

- 1.1 The Town and the Police Chief recognize the International Brotherhood of Police Officers, Local 538, as the exclusive bargaining agent for the purpose of collective bargaining relative to wages, hours and other conditions of employment for all Police Officers within the appropriate bargaining unit employed by the Winchendon Police Department. The municipal employer, Chief of Police, and Union agree not to discriminate against Police Officers covered by this Agreement on account of membership or non-membership in the Union.
- 1.2 The unit to which the Agreement is applicable consists of all full time (40 hour) Police Officers, employed by the Town of Winchendon in its Police Department, excluding the Chief, the Lieutenant, civilian employees, all casual and emergency employees and all other employees of the Town of Winchendon.
- 1.3 The municipal employer, Police Chief, and the covered Union agree not to discriminate in any way against Police Officers covered by this Agreement on account of race, religion, creed, color, national origin, sex or age.
- 1.4 Union officials shall be granted time off with no loss of any benefits, at the discretion of the Chief, if they so request, to attend meetings with Town Officials, General Court or other public bodies.

ARTICLE 2

UNDERSTANDING OF AGREEMENT

- 2.1 In order to provide clear understanding of its contents, the Town agrees to provide each member of the Police Department with a copy of this Agreement.

Town: KRW Union: RA

IBPO L-538
2019-2022

ARTICLE 3
UNION BUSINESS

- 3.1 Union officials, representatives, and stewards shall be permitted to meet and confer with officials or agents of the Town, without loss of wages or benefits for collective bargaining negotiations or disputes involving the administration of this Agreement. No wages shall be paid for the time spent outside of scheduled duties and such meetings as referred to in this section shall be held at times which will not interfere with the operations of the Police Department.
- 3.2 A reasonable opportunity will be afforded members of the bargaining unit to confer with Union officials on matters that could constitute a grievance with approval of the Chief.
- 3.3 The Union officials and representatives are as follows:
President, Vice-President, Secretary-Treasurer.

ARTICLE 4
GRIEVANCE PROCEDURE

- 4.1 Any grievance may be processed under the following procedure:

Step 1. Within seven (7) working days after the occurrence of the situation, conditions, or action giving rise to a grievance, as defined in this Article, the Union shall present to the Chief of the Department a written statement, signed by the aggrieved party, of such grievance, giving all the pertinent information relative to the grievance and indicating the relief requested.

Within seven (7) working days after such presentation, the Chief of the Department shall arrange to meet with one (1) steward or Officer of the Union to discuss the grievance. The Chief of the Department shall give his decision to the Union within seven (7) working days after the completion of discussion of any grievance.

Step 2. If a settlement is not reached at Step 1, the Union may within seven (7) working days, refer the grievance to the Town Manager. Such grievance shall be in writing and give all of the pertinent information relative to the grievance and indicate the relief requested.

Within seven (7) working days of the receipt of the grievance, the Town Manager or his or her designated representative shall arrange to meet with the Union to discuss the grievance. The Town Manager shall give his or her final decision in writing to the Union within seven (7) working days after the completion of discussion of any grievance.

- 4.2 Written reprimands may be processed under the grievance procedure up to Step 2.

The time limits outlined above may be extended at any time by mutual Agreement of the parties.

For purposes of this Article, a grievance shall be defined to be an actual dispute arising as a result of the application or interpretation of the express terms of this contract. Any matter which occurred or failed to occur prior to or after the termination of the date of this Agreement shall not be a proper subject for binding arbitration. If there is no appeal to the next authority within the specified time limits, the grievance will be conclusively presumed to be settled. Failure to prosecute at any stage will have the effect of nullifying the grievance. In counting days, the day of receipt or occurrence specified shall not be counted. "Working days" shall mean non-overtime days that most regularly-scheduled office employees of the Town work, i.e., Monday through Friday of every week, excluding holidays, and shall not be construed to mean those days the Police Officer is scheduled to perform his duties. Inaction or failure to render a written decision on the part of the Management within the time specified shall be considered a denial of the grievance.

The Police Officer or Union may file an appeal within the specified time frame from the working day after the disposition was due.

ARTICLE 5

ARBITRATION

- 5.1 Any grievance which remains unsettled after having been fully processed through the grievance procedure pursuant to Article 4 which involves the interpretation or application of a specific provision of this Agreement may be submitted to arbitration by the injured party. No request for arbitration by either party will be considered if it is processed more than thirty (30) days after the final answer is given in accordance with Article 4, Step 2, of the grievance procedure.
- 5.2 It is mutually agreed that the facilities of the American Arbitration Association will be used. It is further agreed that the award or decision of the arbitrator selected shall be final and binding upon all parties to this Agreement, provided that no arbitrator shall have authority or jurisdiction to add to, detract from, or in any way alter the provisions of this Agreement, and the cost of arbitration shall be borne equally by both parties. The Arbitrator shall only interpret such items and determine such issues as may be submitted to him by the written Agreement of the parties.

ARTICLE 6
HOLIDAYS

The twelve (12) days holiday pay that each officer used to receive has now been rolled into each officer's base pay (2012). When a member is scheduled to work the following holidays they will be paid at time and one half.

New Year's Day

Labor Day

Fourth of July

Christmas Day

Thanksgiving Day

Memorial Day

Any officer who voluntarily accepts an overtime shift on one of the six days identified above will be paid for the holiday and for the actual hours worked on that holiday.

ARTICLE 7
PAID ABSENCE

- 7.1 Sick Days— It is the policy of the Town to grant leave for personal illness without loss of pay up to twelve (12) working days each year. Sick leave shall be granted for sickness or injury in the immediate family in the amount of five (5) days per year if a doctor's certificate is provided certifying to the illness or injury. Such time shall be deducted from sick leave.
- 7.2 An Officer not using a sick day for any four (3) month period within a calendar year shall be granted a personal day for that time period. Earned personal days may be used in the same way as Town granted personal days.
- 7.3 Accumulated sick leave up to a maximum of sixty (60) days for FY 15 and forty five (45) days for FY 16 shall be paid at the prevailing rate to a Police Officer at the time of his/her retirement. In the event of death prior to retirement, such payments shall be made to his/her designated beneficiary. All new hires after July 1, 2014 will not receive any type of buyback for accumulated sick leave.

Death Leave— A Police Officer who is absent from work solely because of the death and funeral of his/her spouse or his/her spouse's grandparent, parent, brother, sister, or child, will be paid for the time lost by him/her from his/her regular schedule by reason of such absence up to a maximum of five (5) working days for each absence. A Police Officer shall receive up to three (3) working days for the death of all other relatives. This is not charged to sick leave or vacation time.

- 7.4 Police Conventions— As provided in Chapter 147, Section 17D, of the General Laws, each of the two Officers of the Winchendon Police Department designated as delegates to the Massachusetts Police Convention and IBPO seminars, shall receive a maximum of two (2) days off per year without loss of pay for the purpose of attending the Massachusetts Police Convention and IBPO seminars when such convention or seminar conflicts with their normal work schedule.
- 7.5 Jury Duty - If an employee is called to Jury Duty, he shall receive an amount equal to the difference between his normal compensation of eight (8.0) hours of pay at straight time rates and the amount (excluding any travel allowance) received from the court, upon presentation of evidence of the amount paid by the court for any day the employee was scheduled to work.
- 7.6 Section 111F Leave Accumulation— Any Police Officer absent on leave under M.G.L. Chapter 111F shall continue to accrue sick and vacation leave for the first eight (8) weeks of such leave. After the completion of the eighth week of such leave, sick and vacation leave accumulation shall be frozen until the Police Officer returns to duty. Leave under Section 111F shall not be deemed to affect seniority in any way.
- 7.7 Personal Days— Each Police Officer shall receive four (4) personal days per fiscal year. Personal days shall be used in the fiscal year in which they accrue and shall not accumulate.

ARTICLE 8 VACATION

- 8.1 Vacations with pay will be granted in each fiscal year to eligible Police Officers¹ as follows:
- | | |
|------------------------|-----------------|
| One (1) Year | Three (3) Weeks |
| Five (5) Years | Four (4) Weeks |
| Ten (10) Years | Five (5) Weeks |
| Twenty (20) Years | Six (6) Weeks |
| Twenty Five (25) Years | Seven (7) Weeks |
- 8.2 Upon termination of employment, the Police Officer shall receive payment equal to the amount of vacation pay he/she would have received had the termination not occurred.

¹ Eligible Police Officers include (a) members of the bargaining unit as written, (b) lateral transfer Officers with prior full-time Police experience at the discretion of the Town Manager, and (c) Officers with prior full-time experience within the Town of Winchendon at the discretion of the Town Manager.

- 8.3 If termination is caused by death, such payment shall be made to the Police Officer's spouse or beneficiary.
- 8.4 Vacation will be allowed at the Officer's request, provided that it does not interfere with the running of the Department, with seniority in preference.
- 8.5 Vacation days up to fourteen (14) days annually may, at the discretion of the Officer, be sold back to the Town of Winchendon at his/her regular rate of pay, as of the date the payment is requested.
- 8.6 Holyoke Decision deleted.
- 8.7 Vacation days up to a maximum of fourteen (14) may be rolled over from the year in which they accrued into the subsequent year. Said vacation days must be used in said subsequent year.

ARTICLE 9

UNIFORM ALLOWANCE

- 9.1 Each Police Officer covered by this Agreement in addition to his/her regular pay shall receive a clothing allowance for upkeep of his/her uniform and equipment and purchasing clothing and footwear to be used in conjunction with the municipal wellness program of \$800 per year.
- 9.2 An allowance of a new Police Officer shall be provided by the Town to be administered by the Chief.
- 9.3 A Police Officer may elect to purchase clothing and/or equipment through accounts held by the Town of Winchendon, or in the alternative, employee clothing allowance expenses will be reimbursed upon the submission of receipts for qualified clothing allowance purchases. Receipts not submitted on or before June 30 of the fiscal year for which the allowance is available shall not be processed. Clothing allowance not used may not be transferred from one year to the next. Receipts shall be processed as soon as practicable in the normal warrant process.
- 9.4 The uniform allowance of a Police Officer who resigns or is terminated, (but not a Police Officer who retires) will be prorated for the Police Officer's last year of service. If all of the prorated allowance is due the Officer, it will be paid as part of his final pay. If a Police Officer has already received more than their prorated allowance, they shall refund the excess to the Town. The Chief may accept the return of reusable uniform parts in lieu of all or part of such refund at such value as he may determine.

ARTICLE 10

WORK SCHEDULE

- 10.1 All Police Officers covered under this Agreement will work on a four (4) and two (2) workweek. The normal work week will consist of seven (7) days, Monday

through Sunday, in which each Police Officer will work on a four (4) and two (2) schedule which provides each Police Officer scheduled to work four days in succession, with two successive days off. The normal workday will be eight (8) hours.

- 10.2 Any full-time Police Officer working between the hours of 3 p.m. and 11 p.m. shall receive \$0.75 above his/her regular rate of pay for each hour worked during such period. Any Officer working between the hours of 11 p.m. and 7 a.m. will receive \$1.25 above his/her regular rate of pay for each hour worked during such period.

ARTICLE 11

OVERTIME

- 11.1 All overtime shall be on a voluntary basis, distributed evenly among said regular full-time Officers on a rotating basis. All Police Officers covered under this Agreement shall be paid at the rate of one and one half (1 1/2) times their hourly rate of pay for work in excess of eight (8) hours in one day.
- 11.2 Scheduled overtime shall be posted at least seventy-two (72) hours in advance. If a full-time Officer has not accepted the work available twenty-four (24) hours before it is scheduled to be worked, the Chief, at his/her discretion, may utilize a special (part-time) Officer to fill it.
- 11.3 No Officer shall be penalized for refusing voluntary overtime.
- 11.4 In the event that the Chief, or Officer in charge, determines in his/her discretion that an emergency situation exists, all available Officers shall be called by the normal rotating list method, except that refusal to work will only be allowed after the Chief or Officer in charge approves the reason (s) for not accepting a call in.
- 11.5 Any Police Officer who is served with a subpoena to appear in court as a witness in a civil case shall be paid in the same manner as in a criminal case if his/her involvement resulted from an official assignment. In situations where the Police Officer's involvement in the civil matter results from an off-duty occurrence, he/she shall not be eligible for the foregoing compensation.
- 11.6 Any Officer subpoenaed to appear as a witness at a Civil Service hearing shall be paid at the rate of one and one-half (1 1/2) times his/her hourly rate with a minimum of three (3) hours. Any Officer required to appear at a Civil Service hearing shall, if he/she is scheduled to work during the time of the hearing, be relieved from duty without loss of pay.
- 11.7 Any Police Officer called in for duty shall be paid for a minimum of three (3) hours at one and one half (1 1/2) times his/her hourly rate of pay provided not contiguous with regular shift.

- 11.8 Any Officer required to appear in a District Court as the result of a matter arising from the exercise of his/her official duties shall be paid for a minimum of four (4) hours at one and one half (1 1/2) times his/her hourly rate of pay.
- 11.9 Any Officer required to appear in a Superior Court/ as the result of a matter arising from the exercise of his/her official duties shall be paid at one and one half (1 1/2) times his/her hourly rate of pay for the time worked, with a minimum of four (4) hours.
- 11.10 There shall be a record of overtime, showing the date of the overtime, what Officers were called, and whether or not the shift was accepted. If an Officer accepts an overtime shift, the next overtime shift available shall be offered to the next Officer on the list, according to seniority.
- 11.11 There shall be no penalty for refusing a voluntary overtime assignment. This record of overtime shall be maintained by the Chief of Police and shall be available to all full-time Officers during normal working hours.
- 11.12 A Police Officer may elect to receive twelve (12) hours compensatory time for an eight (8) hour overtime shift instead of overtime pay. A maximum of fourteen (14) compensatory days may be earned in any one fiscal year and must be used in the same year as earned. Use of all compensatory time is subject to the approval of the Chief of Police.
- 11.13 Sections 11.6, 11.8, and 11.9 shall apply only when Officers are not scheduled for regular duty during such appearance. If the Officer is on regular duty during the time for such appearance, the appearance shall be considered the Officer's regular duty that day. Should the appearance (including return travel time, if any) extend beyond the Officer's regular shift, the Officer shall receive one and one half (1 1/2) times their hourly rate for the extra time.
- 11.14 Any Officer forced over to work a second consecutive shift, after the overtime list is called and there is no Officer willing to voluntarily accept the shift, shall be paid at the double-time rate for the forced over shift.
- 11.15 Shift swaps will be allowed at the discretion of the Chief of Police or his/her designee.

ARTICLE 12

UNION REPRESENTATIVES

- 12.1 The Chief of the Department shall grant reasonable time without loss of pay or benefits to Officers or negotiating committee members of the Union for purposes of discussions with the Town Manager.
- 12.2 The Chief of the Department may grant reasonable time off without loss of pay or benefits to Officers of the Union for the purpose of handling complaints and

IBPO L-538
2019-2022

Town: WPA Union: LA

grievances in order to attempt to resolve them at the first step of the grievance procedure; provided further, that during any forty (40) hour period, the total combined time for this purpose shall not exceed three (3) hours.

ARTICLE 13

SALARIES

13.1

When determining the beginning salary step for new hires, the Town reserves the right to count years of experience from another department as experience under this section, but only if said years of service are as a Massachusetts academy (or state accepted equivalent) trained Police Officer.

In no case, however, shall an Officer start at the top step.

Cost of living increases will be provided as part of this collective bargaining agreement as follows:

July 1, 2019	See Attachment A
July 1, 2020	2.5%
July 1, 2021	2.5%

13.2 It is further agreed that the wages for Patrolmen and Sergeants shall be in accordance with Attachment A, Salaries and Wages, to this Agreement.

13.3 Longevity— Members of the bargaining unit shall receive longevity pay annually as follows:

5–9 Years	\$400
10–14 Years	\$600
15–19 Years	\$800
20–24 Years	\$1,000
25+ Years	\$1,200

ARTICLE 14

WAIVER

14.1 The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and Agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, the Town and Union, for the life of this Agreement, each voluntarily and

unqualifiedly waive the right and each agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement. This Article will not prevent reopening of any part of the Agreement by consent of both parties.

ARTICLE 15

ITEMIZED DEDUCTION RECORD

- 15.1 The Town agrees that each paycheck will be accompanied by an itemized deduction slip, listing regular hours, overtime hours, and all deductions and the reasons for them.

ARTICLE 16

EXTRA PAID DETAILS

- 16.1 When, in the course of emergency repairs or construction work on main streets in the Town of Winchendon, vehicles are forced over the center of the street, a Police Officer on a paid detail must be hired, provided that this shall not apply when the Town of Winchendon is performing such work on its own streets through the use of its own Public Works employees and equipment, and further provided, that, in each case, the question of what constitutes a "main street" shall be determined by the Superintendent of Public Works, or in his/her absence, the Chief of Police.
- 16.2 The following provisions shall govern the assignment of extra paid details to Police Officers where the detail is to be paid for by a Town department, or by a governmental body, or by an outside individual group or corporation or organization.
- 16.3 All extra paid details shall be given to regular, full-time Officers first, and assignments shall be made by the Chief of Police or his/her representative, on a voluntary basis, distributed evenly among said regular, full-time Officers on a rotating basis.
- 16.4 For all extra paid details, the Officer shall be paid at the rate of the time and half rate of the highest paid Sergeant. An Officer shall be paid for a minimum of four (4) hours. Funerals and wakes where Police services are required shall be covered.
- 16.5 The Superintendent of the Winchendon Department of Public Works and/or the Chief of the Winchendon Police Department, or their designees, shall make the determination that there is a sufficient volume of traffic and/or the safety of the employees requires the detail Officer.

- 16.6 Any entity which has requested a paid detail shall cancel said detail a minimum of four (4) hours prior to the starting time of said detail or shall be liable for four (4) hours of detail pay.
- 16.7 Details for projects that are not funded, either directly or indirectly, by the town, shall be paid at a minimum of four (4) hours, details shall be paid in increments of four (4) hours: for example, if a detail is over four (4) hours, but less than eight (8) hours, eight (8) hours shall be paid; if over eight (8) hours the detail shall be paid in two (2) hour increments.
- 16.8 Details for projects funded, either directly or indirectly, by the town shall be paid at a minimum of four (4) hours and then in increments of two (2) hours.

ARTICLE 17

SENIORITY

- 17.1 Seniority shall be determined by the amount of time a Police Officer is a member of this bargaining unit. An Officer's status under Civil Service is not applicable.
- 17.2 A leave of absence will not constitute a break in service unless said leave extends beyond the granted time.
- 17.3 If a break in service is voluntary and not a leave of absence or layoff, the party wishing to return to service would start as a new employee at the bottom of the seniority list.
- 17.4 Working shifts shall be by seniority with the senior Officer picking first and so on down the roster. Each year, ten (10) days prior to the second Monday of January, shifts shall be posted and open for bid.
- 17.5 If an Officer decides to waive seniority, he/she shall sign a waiver to this effect. Said waiver will remain in effect for the duration of the existing contract. Said waiver will be null and void if a vacancy by reason of death, resignation, or any unforeseen circumstance occurs.
- 17.6 If a shift opening occurs during the year, such shift shall be posted and be open for bid for a period of ten (10) days.

The Police Chief or his/her designee shall post this shift bidding notice in the office of the Winchendon Police Department. The senior Officer shall pick first. The process shall continue through the current roster until the shift is filled.

- 17.7 This seniority clause shall include all full-time Police Officers except the Chief and Lieutenant.

17.8 Sergeants—

The fourth sergeant shift shall be scheduled at the town's discretion.

No two sergeants shall work together as their regular scheduled shift.

Working shifts for sergeants shall be picked by seniority. Sergeant's seniority shall be determined by the time in grade as sergeant.

Sergeants shall be compensated at a rate 20% above the highest patrolman's rate (nearest step in grade on current wage chart)

- 17.9 Detective Position — The detective position will be a full time investigative position. The detective will conduct criminal investigations under the supervision of the Chief of Police or his designated supervisor for detectives. The investigations will be primarily felony investigations.

The position will be assigned by the Chief of Police.

The Schedule will consist of a five (5) and two (2) schedule, Monday through Friday. The hours will be flexed to cover investigations.

The Detective will receive administrative days prorated to equal that of an Officer working a four (4) and two (2) schedule.

The Chief will provide for necessary training for the Detective position.

Detectives will be compensated at a rate 10% above the highest patrolman's rate (nearest step in grade on current wage chart).

Assignments will be based on the following:

- 1) letter of interest
- 2) Qualifications
- 3) Capability of doing the job/hours
- 4) Seniority
- 5) Recommendation of Supervisors

17.10 Community/School Resource Officer (C/SRO)

The Community/School Resource Position will be a full time administrative position assigned to The Winchendon School District. It is expressly understood that the C/SRO is a law enforcement officer and in order to maximally ensure the safety of the school district, student and faculty population as well as the safety of the C/SRO, it is understood that the judgment relating to police matters shall not be questioned by the school department personnel while C/SRO is serving the school district.

The implementation of this program is not intended to limit the number of usual or customary details requested by the school department. As a regular Officer of the Winchendon Police Department, the C/SRO shall still be a part of the overtime rotation.

The position will be assigned by the Chief of Police.

Regular Duty Hours for the Community/School Resource Officer:

- shall work a (5) five and (2) two schedule, Monday thru Friday.
- shall work flexed hours on the day shift at the discretion of the chief or his/her designee when school is in session.
- Shall have shift hours defined between 0700 and 1700. The chief, in his sole discretion, and with reasonable advanced notice of not less than (2) two weeks to the C/SRO, may change the C/SRO's shift to include evenings (3-11), or weekend hours if necessary not more than (1) one time per month.

The C/SRO will be supervised by the Chief of Police or his/her designee.

The schedule will consist of a five (5) and two (2) schedule, Monday through Friday. The hours will be flexible.

The C/SRO will receive administrative days prorated to equal that of an Officer working a four (4) and two (2) schedule.

The Chief will provide the necessary training for the C/SRO position. The C/SRO will be compensated at a rate 5% above highest patrolman's rate (nearest step in grade on current wage chart).

Assignments will be based on the following:

- 1) Letter of interest
- 2) Qualifications
- 3) Capability of doing the job / hours
- 4) Seniority
- 5) Recommendation of Supervisors

The C/SRO shall be encouraged to request leave for tours of duty when school is not in session. In any event, no leave request (sick leave excluded) greater than (5) five days in the aggregate shall be approved when school is in session. All leave shall be approved by the chief or his/her designee.

The C/SRO shall perform such related matters as assigned by the chief or his/her designee. The Chief of Police may remove the C/SRO from the Officer's assignment in the Chief's sole discretion.

If no Patrol Officers submit a letter of interest indicating their interest in being assigned to the assignment of C/SRO, the Chief of Police shall assign the C/SRO to the least senior member of the bargaining unit.

The Town may discontinue the assignment of C/SRO at any time.

17.11 Canine Officer (K9)

The Canine Officer will perform the regular duties of a patrolman in addition to those duties detailed in the canine policy and procedure. The Canine Officer is responsible for all care, upkeep, grooming and feeding of the assigned canine on a daily basis. The Canine Officer is responsible for the assigned canine's immunizations and veterinary visits and will ensure they are completed. The Canine Officer is responsible for the maintenance of all training records and completion of all annual certifications.

The position will be assigned by the Chief of Police

The schedule will consist of a four (4) and two (2) schedule; the hours will be flexible.

The Chief will provide necessary training for the Canine Officer position.

The Canine Officer will receive handler compensation in the amount of four hours per week for at home care of the police dog in accordance with the Fair Labor Standards Act. This compensation will be scheduled at the discretion of the Chief of Police or his/her designee.

Assignments will be based on the following:

- 1) Letter of interest
- 2) Qualifications
- 3) Capability of doing the job / hours
- 4) Seniority
- 5) Recommendation of Supervisors

The Canine Officer will be compensated at a rate 5% above highest patrolman's rate (nearest step in grade on the current wage chart).

The Town, at its sole discretion, may discontinue the canine program at any time.

ARTICLE 18

SCHEDULES

- 18.1 No Officer, without permission of the Chief of Police or Police Lieutenant , may reschedule his/her shift.
- 18.2 Noncompliance will result in a one (1) day suspension, without pay, for the first offense, a three (3) day suspension, without pay, for each offense thereafter, pending proper hearings under Civil Service laws at the Aggrieved's choice.

ARTICLE 19

NON-DISCRIMINATION AND DISCIPLINARY ACTION

- 19.1 Neither the Town nor the Union shall discriminate against any Police Officer covered by this Agreement because of age, as defined by law, race, color, religion, sex, national origin, membership or non-membership in the Union, or Union activities or the loss of Union activities. All Police Officers covered by the terms of this Agreement shall receive equal and full protection thereunder.
- 19.2 No Police Officer shall be removed, dismissed, discharged, suspended or disciplined except as provided herein and by law. If a superior Officer has reason to orally reprimand a Police Officer, he shall do so in a manner that will not unduly embarrass the Police Officer before the public and/or Police personnel.
- 19.3 Police will have the right to review the contents of their personnel file within a reasonable time of request. A Police Officer will be entitled to have a representative of the Union accompanying him/her during such review.
- 19.4 No material derogatory to an Officer's conduct, service, character or personality will be placed in his/her personnel file unless the Officer has had the opportunity to review the material. The Officer shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature does not in any way indicate Agreement with the contents thereof. The Officer will also have the right to submit a written answer to such derogatory material and his/her answer shall be reviewed by the Chief and attached to the file copy. This Section shall be retroactive to include all materials presently on file. The Town shall have the right to have a representative present while the Officer reviews his/her personnel file.

ARTICLE 20

EDUCATIONAL INCENTIVE

- 20.1 For Officers without a degree the town shall pay an annual education incentive as follows:

IBPO L-538
2019-2022

Town: NA Union: RA

For each credit hour completed towards an Associate's Degree, \$25.00 to a maximum of \$1,600.

All courses must lead to a degree and all degrees must be in Police Science, Criminal Justice, or a related field if approved by the Town Manager.

- 20.2 For officers with a degree, the town shall pay an annual education incentive as follows:

10% of base pay for Associates Degree
20% of base for Bachelor's Degree
25% of base for Master's Degree

Degrees shall be in either criminal justice or law enforcement

Payment to be made in the first payroll period of the fiscal year.

Any amount of educational incentive received from the Commonwealth shall be used to supplant the local incentive such that under no circumstance shall the total received exceed the listed above listed percentages.

ARTICLE 21

MISCELLANEOUS

- 21.1 The Local will furnish the Town a list of the Union Officers of Local 538 to include the President, Vice-President, Secretary-Treasurer. All of these shall be members of the local Police department.
- 21.2 Any Officer who assumes the position of Acting Sergeant shall be paid at a rate commensurate with experience not to exceed Step 2, at the discretion of the Town Manager, but not less than the entry level rate for sergeants.

ARTICLE 22

HEALTH AND INSURANCE

- 22.1 The Town will provide health insurance through the MIIA as previously agreed upon by the union through June 30, 2022. The health insurance plans offered and the corresponding cost sharing is outlined below:
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Town: MBH Union: MBH

IBPO L-538
2019-2022

60%/40% Split

The Town will contribute sixty (60%) of the premium or cost for the following preferred provider (PPO), indemnity, and HMO plans and the subscriber shall contribute forty percent (40%):

MIIA HMO Blue NE
MIIA PPO

65%/35% Split

The Town will contribute sixty-five (65%) of the premium or cost for the following health maintenance organization (HMO) plans and the subscriber shall contribute thirty-five percent (35%):

MIIA HMO Select

- 22.2 All retired Police Officers are eligible to continue under the Town's group life insurance plan for the maximum allowable benefit, as well as the appropriate health insurance program, provided the premium is paid by the retiree to the Town in advance of the due date.
- 22.3 The Town shall provide the opportunity to each Officer to receive, at no cost to the Officer, inoculations against Hepatitis B and all blood transmitted diseases an Officer may encounter in the line of duty.
- 22.4 The Town and the Union agree that if any portion of the parties' negotiated health insurance plan will not be in compliance with any provisions of the ACA, as it may be amended, during a current or the following plan year, parties shall also follow the procedure below:
- It is agreed that the Town or Union may immediately reopen this Agreement solely for the purpose of negotiating any changes in the health insurance plan that may be necessary to avoid the application of the Cadillac Tax and/or to stay below the cost thresholds detailed above to the Town or any plan administrator, insurer, risk pool or plan participant, or to assure that the plan is legally compliant. An initial bargaining session shall be held within ten (10) business days of a request to reopen, unless another schedule is agreed to by the parties. The Town shall assist the Union in obtaining plan design and pricing information from insurance providers.
 - If within ninety (90) days of either party's request to reopen this Agreement, the parties are unable to agree on changes in the health insurance plan necessary to avoid the Cadillac Tax and/or achieve legal compliance, then the issue shall be

submitted to expedited binding interest arbitration. The interest arbitration shall proceed as follows:

1. The parties agree that the special nature of this issue may require an arbitrator with specific knowledge of the ACA; therefore, the parties will make every effort to mutually agree on an arbitrator with such specialized knowledge. If the parties cannot agree upon an arbitrator, an arbitrator shall be selected using the procedures described by the American Arbitration Association.
2. The interest arbitration hearing shall be held no later than thirty (30) days after either party declares that the reopened negotiations on health insurance are at impasse, unless otherwise agreed to by the parties.
3. The Town and the Union shall each submit to the selected arbitrator a proposal for modifying the negotiated health insurance. The Town and the Union shall exchange their proposals not less than ten (10) days prior to the arbitration hearing.
4. The arbitrator shall be empowered to select either the Town's proposal or the Union's proposal ("final offer" arbitration) and is expressly not empowered to fashion his or her own modifications to the negotiated health insurance plan.
5. In selecting between the Town's and the City's proposals, the arbitrator shall consider only the following criteria:
 - i. That the modification avoids the application of the Cadillac Tax and/or sufficiently reduces premium and HSA contribution to remain below stated thresholds to the Town or any plan administrator, insurer, risk pool or plan participant, that provides or participates in the health insurance benefits, and/or assures that the plan is legally compliant;
 - ii. That the modification does not increase the employee percentage contribution to health insurance premiums;
 - iii. That the modification does not make material alterations in the scope of coverage. "Material alterations" shall not include changes in office co-pays, deductibles or prescription drug plans.
6. Considering the factors described in paragraphs 5(i)-(iii), the arbitrator shall select, as between the Town and Union proposals, the alternative that achieves the necessary result while differing the least from the negotiated health insurance benefit.
7. Nothing herein shall be construed as requiring the Town or the Union to submit any other dispute that may arise between them to interest arbitration.
8. Notwithstanding the language of Article 25, should this Agreement expire without a successor Agreement approved by the parties, this article and the process described herein, shall remain in effect until a successor Agreement is reached.

ARTICLE 23

MANAGEMENT RIGHTS

- 23.1 Except to the extent that there is contained in this Agreement an express and specific provision to the contrary, the Town retains, whether exercised or not, all of the authority, power, rights, jurisdiction, and responsibility provided by the laws of the Commonwealth of Massachusetts to such Town for the control, direction and management of the Town and its workforce, including, but not limited to: the right to manage the affairs of the Town and of the Department and maintain and improve the efficiency of its operations; to determine the methods, means, processes and personnel by which operations are to be conducted; to determine and schedule hours of duty consistent with the statutes, bylaws and collective bargaining agreement of the Town and the assignment of the bargaining unit Employees to realize the efficient utilization of his/her service; to hire, promote, assign, and retain bargaining unit Employees; and to promulgate and support rules and regulations pertaining to the operations of the Departments covered by this collective bargaining Agreement and to the bargaining unit Employees.

Nothing in this Agreement shall limit the Town in the exercise of its functions of management and in the direction and the supervision of the Town business. This includes, but is not limited to the right to: add or eliminate departments; require and assign overtime; increase or decrease the number of jobs; change process; assign work and work to be performed; schedule and bid shifts and hours to work and lunch or break periods; hire; suspend for just cause; demote for just cause, discipline for just cause or discharge for just cause; transfer or promote; layoff because of lack of work or other legitimate reason; establish rules, regulations, job descriptions, policies and procedures, conduct orderly operations; establish new jobs; abolish and change existing jobs; determine where, when, how and by whom work will be done; determine standards of efficiency, except where any such rights are specifically modified or abridged by terms of this Agreement.

Unless an express, specific provision to this agreement clearly provides otherwise, the Town, acting through its Town Manager or other appropriate officials as may be authorized to act on their behalf, retains all the rights and prerogatives it had prior to the signing of this Agreement either by law, custom, practice, usage or precedent to manage and control the offices of the town. Management rights, with the exception of the rights to suspend for just cause; demote for just cause, discipline for just cause or discharge for just cause, shall be exercised without said actions being subject to the grievance and arbitration clause of this contract.

- 23.2 Except to the extent expressly abridged by a specific provision in this Agreement and notwithstanding any provision in this Agreement to the contrary, during an emergency the Town shall have the right to take any action necessary to meet the emergency. For this Section only, "emergency" shall be defined as "any state of emergency declared by the President of the United States of America including

nuclear war, or by the Governor of Massachusetts for any natural disaster or conflagration.”

- 23.3 The Union will recognize that the Chief of Police has authority over all members of the Police Department and supervision of all property used by the Department; that the Chief of Police promulgates all general orders and policies of the Department and issues, on his/her own authority, orders, either written or oral, not inconsistent with his/her powers, duties and responsibilities.
- 23.4 The Police Officers will recognize that from time to time the Chief of Police will delegate a Senior Officer to carry out various departmental orders and assignments and that Junior Officers will obey these orders and give proper respect to a Senior Officer.
- 23.5 The Police Officer agrees to conscientiously, diligently and faithfully work his/her entire shift or assignment; will refrain from using arrogant, foul or profane language; and will not divulge any information pertaining to confidential Police matters to unauthorized persons.

ARTICLE 24

NO STRIKE CLAUSE

- 24.1 The Union agrees that during the term of this Agreement neither it, nor its Officers or members will engage in, encourage, sanction, support or suggest any strikes, slowdowns, mass resignations or mass absenteeism in the Department or other Town Departments. In the event that Union members participate in such activities in violation of this provision, the Union shall notify those members so engaged to cease and desist from such activities and shall instruct such members to return to their normal duties.

ARTICLE 25

DURATION OF AGREEMENT

- 25.1 The various provision of this Agreement between the Town and the Union shall be effective as of July 1, 2019 or such other date as may be specified herein, and shall continue in full force and effect from year to year thereafter, unless modified as hereinafter provided.

ARTICLE 26

MODIFICATION

- 26.1 If either the Town or the Union desires to modify this Agreement, it shall, not more than one hundred and fifty (150) days and not less than ninety (90) days prior to June 30th of any subsequent year, so notify the other in writing.
- 26.2 Not more than thirty (30) days after the receipt of such notice, collective bargaining negotiations shall commence for the purpose of considering such modifications.

IBPO L-538

2019-2022

Town: MAA Union: AA

For purposes of the application of this Section, any proposed modification may include the complete deletion of any section of this Agreement.

If a settlement is not reached by June 30, 2013, or June 30 of any subsequent year, this Agreement shall continue in full force and effect until the negotiated amendments have been executed.

ARTICLE 27

STABILITY OF AGREEMENT

- 27.1 No Agreement, understanding, alteration or variation of this Agreement's terms or provisions herein contained shall bind the parties unless made and executed in writing by the parties hereto.

ARTICLE 28

FIREARMS TRAINING

- 28.1 The Town shall provide up to five hundred (500) rounds of ammunition per year per Officer, obtainable from the Chief upon request. The Town shall make a firing range available only for the annual firearms qualifications, as mandated by the Criminal Justice Training Council.
- 28.2 The training schedule shall be determined by the Firearms Instructor(s). One session shall be for daylight hours firing and one session shall be for nighttime familiarizing firing.

ARTICLE 29

LABOR MANAGEMENT COMMITTEE

- 29.1 In order to promote communication and the mutual exchange of ideas between the Union and the administration, the parties agree to the establishment of a Labor Management Committee to provide a forum for the discussion of matters of mutual concern including, but not limited to, staffing patterns, shift definitions, community policing, and departmental operations; Nothing herein shall be deemed to compromise or abrogate either the Union's right to bargain or the Town's management rights.

The Committee shall consist of the Town Manager, the Chief of Police, and three (3) representatives chosen by the Union. The Committee shall meet on a regular basis, at least once every three months.

ARTICLE 30
DRUG AND ALCOHOL FREE WORKPLACE

I. PURPOSE

This Policy outlines prohibited conduct with respect to controlled substances, marijuana, and alcohol. This Policy complies with the Town's obligations under the Federal Drug-Free Workplace Act, 41 U.S.C. § 8101, et seq.

II. APPLICATION

This Policy applies to all employees of the Town's. Employees whose employment is governed by a collective bargaining agreement are subject only to those provisions of this Policy not specifically regulated by law or agreement.

III. POLICY

It is the Policy of the Town to provide employees with a working environment that is free of the problems associated with the use and abuse of alcohol, marijuana, and controlled substances. The abuse of alcohol, use of marijuana or controlled substances is inconsistent with the behavior expected of employees and subjects the Town to unacceptable risk of workplace accidents or other failures that would undermine the Town's ability to operate effectively and efficiently. Although certain uses of marijuana have been legalized in the Commonwealth of Massachusetts, this policy and the following procedures expressly apply to marijuana use.

IV. PROCEDURES

A. The following is prohibited:

1. Off-Duty: Any use, sale, possession, distribution, dispensation, manufacture, or transfer of controlled substances or marijuana, except, in the case of marijuana, where authorized by Massachusetts law.
2. On Duty: Any consumption of controlled substances, marijuana (with or without prescription) or alcohol, whether on or off Town property, or at any other worksite where employees may be assigned, or elsewhere during work hours.
3. The use of controlled substances or marijuana (with or without a prescription), or any use of alcohol on non-working time, to the extent that such use: (i) impairs an employee's ability to perform the employee's job; (ii) adversely impacts the safety of the employee or others; (iii) or affects the reputation of the Town to the general public or otherwise threatens its integrity.

B. Employees who are convicted of substance-related violations under state or federal law in the workplace, including alcohol or marijuana related violations, or who plead guilty or *nolo contendere* to such charges, must inform their

IBPO L-538
2019-2022

Town: Ken Union: MA

department head or appointing authority within five (5) days of such conviction or plea. Department heads or appointing authorities shall immediately notify the chief executive and administrative officer.

- C. Employees who are convicted or who plead guilty or *nolo contendere* to such drug-related violations, or are found to have consumed or be impaired by controlled substances, marijuana or alcohol while on-duty, may be required to successfully complete a substance abuse or similar program as a condition of continued employment or re-employment with the Town.
- D. All employees must sign a statement acknowledging that they have been informed of the rules and requirements of the Drug-Free Workplace Act.

V. EMPLOYEE ASSISTANCE PROGRAM

The Town recognizes drug and alcohol dependency as an illness and a major public health problem. To that end, the Town encourages affected individuals to voluntarily seek medical help. Employees who wish to obtain help in dealing with such problems may contact the Town Manager's Office at (978) 297-0085 for a referral to the Town Employee Assistance Program. The Town may independently refer an employee to the Employee Assistance Program or other substance use/abuse counseling agency or program for help, particularly where there is a pattern of deteriorating job performance or excessive absenteeism of the employee associated with substance use/abuse.

VI. SANCTIONS

Substance use/abuse, however, does not relieve an employee of job performance standards and obligations. Violations of any and all provisions of this Policy may result in disciplinary action, up to and including termination from employment.

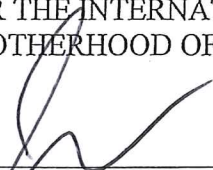
ARTICLE 31

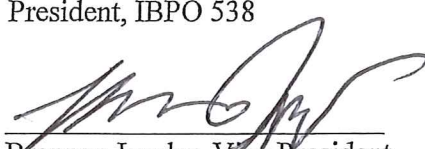
PERFORMANCE EVALUATION

- 31.1 The Town and the Union agree to develop a mutually agreeable performance evaluation system appropriate for this collective bargaining unit. Employees will be subject to an annual performance evaluation.


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized Officers and representatives on this

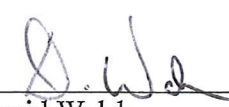
FOR THE INTERNATIONAL
BROTHERHOOD OF POLICE OFFICERS:


Sgt. Raymond Anair, President
President, IBPO 538


Brennan Jacoby, Vice President
Representative, IBPO 538

FOR THE TOWN
OF WINCHENDON:


Keith R. Hickey
Town Manager


David Walsh
Chief of Police

Police Collective Bargaining

Proposed Wages Effective July 1, 2019

SIMILIA
CHAMPNEY III
MAYNARD
LUCIER

2019-2022

25

ATTACHMENT B

Town of Winchendon FY20 Position Classification Wage Chart

Grades	1	2	3	4	5	Steps	6	7	8	9	10	11
1	44.38	45.49	46.63	47.79	48.99	50.21	51.47	52.75	54.07	55.42	56.81	
2	40.19	41.19	42.22	43.28	44.36	45.47	46.61	47.77	48.97	50.19	51.45	
3	36.40	37.31	38.24	39.20	40.18	41.18	42.21	43.27	44.35	45.46	46.60	
4	32.97	33.79	34.64	35.51	36.39	37.30	38.24	39.19	40.17	41.18	42.20	
5	29.86	30.61	31.37	32.16	32.96	33.78	34.63	35.49	36.38	37.29	38.22	
6	27.05	27.73	28.42	29.13	29.86	30.60	31.37	32.15	32.96	33.78	34.63	
7	24.50	25.11	25.74	26.38	27.04	27.72	28.41	29.12	29.85	30.60	31.36	
8	22.19	22.74	23.31	23.90	24.49	25.11	25.73	26.38	27.04	27.71	28.41	
9	20.10	20.60	21.12	21.65	22.19	22.74	23.31	23.89	24.49	25.10	25.73	
10	18.20	18.66	19.12	19.60	20.09	20.59	21.11	21.63	22.17	22.73	23.30	
11	16.49	16.90	17.32	17.76	18.20	18.66	19.12	19.60	20.09	20.59	21.11	
12	14.93	15.30	15.69	16.08	16.48	16.89	17.31	17.75	18.19	18.65	19.11	
13	13.53	13.87	14.21	14.57	14.93	15.31	15.69	16.08	16.48	16.90	17.32	

IBPOL-538

2019-2022

26

Town: KWP Union: RA