

AGREEMENT

WINTHROP POLICE

IBPO LOCAL 397A

and

TOWN OF WINTHROP

July 1, 2005 - June 30, 2008

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AGREEMENT

This Agreement entered into this day of _____ 2007 between the Town of Winthrop, Massachusetts (hereinafter referred to as the "Employer") and the Winthrop Police, I.B.P.O., Local 397 (hereinafter referred to as the "Union").

ARTICLE I INTENT AND PURPOSE

The general intent and purpose of this Agreement is in the mutual interests of the Employer and the Union to provide for the operation of our Police Department under methods which will further to the fullest extent possible the safety, welfare and health of the inhabitants of the Town of Winthrop under conditions which will insure economy of operation, quality and quantity of performance, upkeep of the Town, and the protection of life and property.

By the consummation of this Agreement the parties seek to continue and promote harmonious relations and mutual cooperation between the Employer and the Union; to formulate work rules to govern the relationship; to insure the uninterrupted operation of police 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 Union perform their duties; to provide for an orderly and equitable adjustment of all grievances as herein defined, all with the goal of improving the police services in the Town of Winthrop.

In seeking to achieve these goals the parties acknowledge that the Employer has and must retain complete authority over the policies and administration of the departments which it exercises under law, except as expressly modified by a specific provision of this Agreement.

ARTICLE II RECOGNITION

Section 1: Subject to any applicable provisions of state or federal law, or regulations now or hereafter in effect, this Employer recognizes the Union as the exclusive collective bargaining agent in respect to wages, hours and terms and conditions of employment for full-time, certified employees employed by the Town of Winthrop in the Police Department, including:

1. Patrolmen

2. Sergeants
but excluding:
1. Chief of Police
2. Intermittent Employees
3. Lieutenants

Section 2: The Employer will not aid, promote or finance any labor groups or organizations which purport to engage in collective bargaining, or make any agreement with any such group for the purpose of undermining the Union or changing any condition contained in this Agreement.

Section 3: This Agreement is a complete Agreement between the parties covering all mandatory subjects of discussion. The parties agree that the relations between them shall be governed by the terms of this Agreement and in accordance with the appropriate sections of Chapter 150E, Massachusetts General Laws.

No prior agreements or understandings, oral or written, shall be controlling or in any way affect the relations between the parties unless and until such agreements or understandings have been reduced to writing and duly executed by both parties subsequent to the date of this Agreement.

All matters not dealt with herein shall be treated as having been brought up and disposed of and the Employer shall be under no obligation to discuss with the Union any modifications or additions to this Agreement which are to be effective during the term hereof. No change or modification of this Agreement shall be binding on either the Employer or the Union unless reduced to writing and executed by the respective duly authorized representatives.

ARTICLE III NO DISCRIMINATION

Section 1: There shall be no discrimination, interference, restraint or coercion by the Town or the Union or their respective agents against any employee because of membership or non-membership in the Union.

Section 2: The Union agrees to represent all employees covered in this unit without regard to membership or participation in or association with the activities of the Union, or any

other employee organization, and continue to admit said persons to membership without qualification, other than the payment of periodic dues or initiation fees regularly required by the Union. There shall be no discrimination by either party against any employee because of race, creed, color, sex or age.

ARTICLE IV UNION DUES AND AGENCY SERVICE FEES

Under the authority of General Laws, Chapter 150E, the Employer agrees that Union dues, determined in accordance with the Constitution and Bylaws of the Union, may be deducted monthly from the salary of any employee in the bargaining unit who signs and files with the Town Accountant a form authorizing such deductions. Such authorization shall remain in full force and effect until the employee ceases to be employed in the bargaining unit, or if the employee remains in such employment, until sixty (60) days after notice in writing by the employee to the Employer withdrawing the authorization, with a copy thereof filed with the Treasurer of the Union. The Town Accountant shall remit the sum so deducted to the Treasurer of the Union, provided the Treasurer of the Union has given to the Union a bond for the faithful performance of his/her duties in a sum and with such surety or sureties as are satisfactory to the Town Accountant.

Agency Fee shall become a condition of employment in compliance with the terms and conditions as set out in General Laws, Chapter 150E, Section 12.

The Union agrees that it shall provide the Employer certification that a vote of the majority of the employees in the Bargaining Unit present and voting did, in fact, vote to include the provisions of Agency Fee. In the event that legal action is taken by any member of the Union or by any third party against the Town Accountant and/or the Employer as a result of their implementation of the Agency Fee provisions of this Article, the Union agrees to hold the Town Accountant and/or the Employer harmless and indemnify them for all expenses or judgments or allowances entered against them as a result of said action. Further, the Union agrees that it will assume the costs to defend the Town Accountant and/or the Employer in any and all such causes of action.

ARTICLE V RIGHTS OF THE EMPLOYER

Section 1: In recognition of the fact that the laws of the Commonwealth of Massachusetts vest responsibility to the people of the Town of Winthrop in the Employer and the Chief of Police for the efficient and economical operation of the Police Department, it is herein agreed that except as specifically and directly modified by express language in a specific provision of this Agreement, the Employer and its agents, including the Chief of Police, retain all rights and powers that they have or may hereafter be granted by law in managing the police Department and directing the working force and may exercise same without being made the subject of a grievance except as expressly provided herein.

Said rights and powers include but are in no way to be construed as limited to, the establishment of rules and regulations; the right to determine the extent to which work will be performed by members of the bargaining unit; the right to hire, fire, suspend or in any manner discipline for just cause; to classify, promote, demote, transfer permanently or temporarily; to determine hours for and the number of employees required at any location; to determine the qualifications and competence of; to evaluate the performance of; to assign any added, lessened or differed work or responsibility to; to set standards and requirements applicable to and to make determination of the number of steps and eligibility for an in-step wage increase for; to make any pay deduction because of absence or failure to perform work by any employee covered by this Agreement, and to introduce new or to change existing operational methods.

The above rights are solely and exclusively the prerogative of the Employer subject only to such limitations as are expressly provided for in this Agreement.

ARTICLE VI GRIEVANCES INVOLVING CIVIL SERVICE

The Union, in recognition of the Town's having affirmed its belief in and compliance with the state law insofar as they define the rights, duties and obligations of a municipality under the General Laws, under the rules, regulations and procedures of the Civil Service Commission (Massachusetts General Laws, Chapter 31) relative to employees' seniority, promotion, reassignment, discharges, reduction in rank, removals and suspensions, hereby agrees that any grievances, complaint or appeal which under past practices and procedures would normally have

come within the jurisdiction of said Civil Service Commission may be processed either as a grievance or as a Civil Service appeal, but not both..

ARTICLE VII UNION ACTIVITY ON DEPARTMENT PROPERTY

Section 1: The members of the Department shall be permitted to hold regular business meetings of the Union on Department property. Except as to said regular business meetings and to the extent expressly permitted in Article VIII (Grievances) or except as expressly approved by the Chief or his/her designee, no member of the Union shall conduct Union business on Department property.

Section 2: Bulletin board announcements shall be posted in conspicuous places where employees enter or leave the premises. Parties to this Agreement, both of whom may use this bulletin board for signed notices of routine nature, agree that it would be improper to post denunciatory or inflammatory written material on such bulletin boards.

ARTICLE VIII GRIEVANCE PROCEDURE

Section 1: For the purposes of this Agreement, a grievance shall be defined as a complaint between the Employer and the Union and/or any employee involving only an alleged specific and direct violation of express language of a specific provision of this Agreement.

Section 2: A grievance must be presented within four (4) working days of the time of the occurrence of the alleged contract violation or within four (4) days from the time the employee should have reasonably acquired knowledge of the incident giving rise to the contract violation and must be processed in accordance with the steps, time limits and conditions set forth below in this Article.

(A) The employee, with a steward or representative if she/he so desires, shall take up the grievance or dispute in writing to the Chief or his/her designee within four (4) working days of the occurrence giving rise to the grievance. The Chief or his/her designee shall attempt to adjust the matter and shall respond in writing within four (4) working days. If the grievance is not satisfactorily settled at this step,

(B) It shall be appealed in writing within seven (7) days after receipt of the written answer of the Chief or his/her designee by the employee to the Town Manager. The Town Manager or his designated representative and the employee, and counsel and/or an authorized representative of the Union, shall meet to discuss the grievance as promptly as possible, normally within fourteen (14) days, at a time designated by the Town Manager. If any person or persons are to represent or appear with the employee at this meeting, the Town Manager will be informed in writing at least three (3) days before the meeting of the names and titles of such persons. The Town Manager or his designated representative shall elect whether this discussion shall take place during working hours or not. The Town Manager will give his written answer to the grievance within ten (10) days following the conclusion of the meeting. If both the Chief or his/her designee and the Town Manager appoint a designee under this section, it shall not be the same person for both steps. If the grievance is not satisfactorily settled at this step, it may,

(C) Be appealed to arbitration by written Demand for Arbitration within fourteen (14) working days after the receipt of the written answer under Step 2. This appeal to arbitration shall be in accordance with the procedure and conditions set forth in Article IX.

Section 3: A grievance not initiated within the time specified shall be deemed waived. Failure of the Union to appeal a decision within the time limit specified shall mean that the grievance shall be considered settled on the basis of the decision last made and shall not be eligible for further appeal. Failure of Town Manager to answer an appeal within the time limit specified shall mean that the appeal may be taken to the next step immediately. The above limitations may be waived by mutual agreement of the parties.

Section 4: No reprisals of any kind will be taken by the Employer against any party in interest or any participant in the grievance procedure by reason of such participation.

Section 5: The Union recognizes the authority and responsibility of the officers, the Chief or his/her designee and the Town Manager for reprimanding or disciplining an employee for delinquency of performance.

Section 6: No employee will be disciplined, reprimanded, reduced in rank or compensated or deprived of any wage increase or increment without just cause. Any contention that the Town Manager has acted in an arbitrary or discriminatory manner in withholding a wage increase or increment may be raised as a grievance.

The parties agree that nothing in this Agreement is intended to add to or subtract from the rights and remedies provided by any Civil Service law, or to make arbitrable a question which is covered under Civil Service law.

Notwithstanding any provision of this Agreement to the contrary, any matter which is subject to the jurisdiction of the Massachusetts Superior Court and where a Union member files a complaint in the Superior Court to enforce any private right of action, which is also enforceable under the Collective Bargaining Agreement, it shall not be the subject of a grievance or arbitration.

ARTICLE IX ARBITRATION

Section 1: In the event either party elects to submit a grievance to arbitration, the arbitrator shall be selected according to and shall be governed by the following procedure: Within fourteen (14) working days after receipt of the Town Manager's written answer under Step 2 of the Grievance Procedure set forth at Article VII of this Agreement, the party demanding arbitration shall file a written Demand for Arbitration to the American Arbitration Association, with a copy to the Town Manager, and shall request the AAA to provide an arbitrator to be selected under the provisions of the Voluntary Labor Arbitration Rules.

Section 2: Each party shall bear the expense of its representatives, participants, witnesses and for the preparation and representation of its own case. The fees and expenses (if any) of the arbitrator of the American Arbitration Association shall be shared equally by the parties, provided that the obligation of the Town Manager to pay shall be limited to the obligation which the Town Manager can legally undertake in that connection. In no event shall any present or future Town Manager have any personal obligation for any payment under any provision of this Agreement. If either party desires a verbatim record of the proceedings, it may cause such a record to be made and shall be responsible for the cost of said record.

Section 3: Notwithstanding anything to the contrary, no dispute or controversy shall be a subject for arbitration unless it involves only an alleged specific and direct violation of express language of a specific provision of this Agreement. The arbitrator shall have no power to add to, subtract from, or modify any of the terms 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 this Agreement. The arbitrator shall arrive at his/her decision solely upon the facts, evidence and contentions as presented by the parties during the arbitration proceedings.

Section 4: Subject to the limitations in Section 3, the decision of the arbitrator shall be final and binding upon the parties hereto and upon any employee or employees affected thereby. In the case of arbitrations involving disciplinary actions of persons not covered by Civil Service, the arbitrator shall have the power to direct a resolution of the grievance up to and including restoration to the job and/or award full or partial restoration of all compensation or privileges as the arbitrator deems warranted should the arbitrator find the Town acted in an arbitrary or discriminatory manner.

Section 5: The parties may by mutual agreement submit more than one (1) pending grievance to the same arbitrator.

ARTICLE X CONTINUITY OF EMPLOYMENT

Section 1: The Union agrees that no employee shall engage in, induce or encourage any strike (whether sympathetic, general or any other kind), walkout, work stoppage, sit down, slowdown, withholding of services, boycott (whether primary or secondary), demonstration at the Employer's premises, or any other direct or indirect interference, concerted or otherwise, with the Employers operations. The Employer agrees not to conduct a lockout.

Section 2: The Employer may impose disciplinary action including discharge upon any and all of the employees involved in a violation of this Article. Such action shall not be subject to the grievance or arbitration procedures hereunder except as to the question of whether or not the employees who were disciplined in fact engaged in, induced or encouraged such conduct.

ARTICLE XI VACANCIES AND TRANSFERS

In filling vacancies within the unit, due consideration will be given to the requests of employees within the Town for transfer to newly created or open positions. Notices of all such vacancies will be posted upon the Union bulletin board. Said notices will contain the date by which applications for such positions or transfers must be submitted. It is recognized that the final decision as to whether an individual will be so transferred must rest with the Employer.

If the individual contends that the decision of the Employer is arbitrary or discriminatory and bore no valid relationship to the efficiency of the Department, she/he may request and obtain a hearing before the Town Manager whose decision shall be final and binding on all parties. As far as possible the Department shall continue to anticipate and plan for the filling of vacancies in the patrolmen and officer ranks and shall endeavor to have a promotion list available. The Department shall continue to make promotions as soon as practicable after a vacancy occurs.

ARTICLE XII MILITARY SERVICE

The Union and Employer agree to observe and comply with all applicable state and federal laws, executive orders and rules and regulations concerning the re-employment of employees who go into the armed services or forces of the United States.

Employees with one (1) or more years of continuous employment prior to the time of performing the service herein referred to, who are required to report for temporary summer or a like period of training in military forces of the United States or the Commonwealth, shall be paid in the amount equal to the difference between the compensation for a normal working period of two (2) weeks and the amount paid for military training, if such pay is less than their Department pay. In computing the difference of pay, the Department pay will be based upon the employee's regular payroll week. Training pay is computed to include compensation received, except travel allowance.

ARTICLE XIII BERAVEMENT LEAVE

Section 1: Any employee covered by this Agreement is entitled to a leave of absence without loss of pay of up to four (4) consecutive days ending on the date of the funeral which is to include a full working day until 12:00 a.m. midnight on the day of the funeral in the case of a death in the immediate family. The term "immediate family" shall include only the employee's

spouse, child, father, mother, sister, brother, mother-in-law or father-in-law, step-parents, step-children and domestic partner..

Section 2: An absence of one (1) day may be granted for attending the funeral for the employee's grandparents or the grandparents of his spouse. If the grandparents reside in the same house, then the employee shall be allowed the aforementioned four (4) days.

Section 3: The purpose of this leave is only to attend the funeral or to attend to family or personal matters arising as a result of the death.

Section 4: Bereavement leave as set forth in Section 1 and 2 above shall only apply to those days on which the employee was scheduled to work.

ARTICLE XIV SICK LEAVE

Section 1: Employees will earn and accrue one and one-fourth (1-1/4) days of sick leave for each calendar month, up to fifteen (15) days a year.

Section 2: Unused sick leave will accumulate from year to year up to a maximum as follows:

The maximum accumulated sick days allowed by the Employer shall be two hundred (200) days. However, for retirement purposes pursuant to Section 8 of this Article, an employee shall be allowed to surrender not more than two hundred (200) days of accumulated sick leave in consideration of Twenty-two Dollars (\$22.00) per day sick leave surrendered up to a maximum of Forty-Four Hundred Dollars (\$4,400.00). In the event an employee dies while still employed by the Town, his heirs or estate are entitled to recover for this unused sick leave at \$22/day up to a maximum of Forty-Four Hundred Dollars (\$4,400.00).

Section 3: Sick leave with pay shall be granted to employees only when they are personally incapacitated by their own sickness or injury and not for that within their immediate family.

Section 4: Employees shall notify the Chief or his/her designee on the first (1st) day of absence due to non-service connected sickness or injury stating the nature of the sickness or injury, the time expected to be incapacitated and the date on which they expect to return to work. Should the Personnel Board fail to satisfactorily dispose of the matter, a further appeal may be taken to a Board comprised of three (3) persons, one (1) to be appointed by the Employer, one

(1) to be appointed by the employee and a third (3rd) to be appointed by agreement of the two (2) previous appointees. In any event, if the employee is absent for two (2) days, payment shall commence by the second (2nd) day.

All absences which exceed two (2) days will be checked by the Chief or his/her designee. If a doctor has been called in by the employee, the Chief or his/her designee shall also check with the doctor. Absences for periods of three (3) days duration or more or absences of two (2) days which occur more than twice in a calendar year will be paid for only on submission of a doctor's certificate satisfactory to the Chief or his/her designee. If the Chief or his/her designee determines it to be in the best interests of the Town, it shall have an independent doctor make an examination and report. The costs for such examination shall be borne by the Town.

Section 5: Employees whose services are terminated for any reason shall not be entitled to compensation in lieu of sick leave undertaken.

Except for reinstatement after an approved leave of absence, no sick leave credit for prior employment will be allowed to any employee rehired after termination of service.

Sick leave earned following return to duty after a leave of absence without pay shall not be applied against such leave of absence.

Section 6: Sick leave credits will begin at once for a person starting work on the first (1st) working day of the calendar month; otherwise, credits will begin to accumulate on the first (1st) day of the month following employment and will accumulate for each calendar month thereafter.

Section 7: Unauthorized absence or abuse of sick leave are grounds for disciplinary action up to discharge.

Section 8: In recognition of dedicated service to the Town of Winthrop, any employee covered by this Agreement who has worked for the Town for twenty (20) years may excluding any time added to the employee's years of service for retirement purposes pursuant to any state incentive or other program, may receive a lump sum payment at the time of retirement equal to Twenty-Two (\$22.00) per day of sick leave accumulated, not in excess of two hundred (200) days. In order to be eligible for such lump sum payment, the employee must notify the Town Manager of his/her intent to retire at least one (1) fiscal year in advance.

Section 9: In the case of exceptional circumstances, additional sick leave allowances may be granted on recommendation of the Chief or his/her designee and approval by the Town

Manager. In determining whether such extended allowances shall be granted, the past absence of the employee, the length of continuous service with the Town and the quality of the employee's performance and record shall be taken into account. Consideration shall also be given as to what portion at part pay. Vacation period shall not be substituted for sick leave except in unusual circumstances and with the prior approval of the Town Manager.

The Chief or his/her designee shall fill out an Absence Report, retain one (1) copy for the Department files and shall send one (1) copy to the Town Manager who will maintain a Town Absence file. All absence pay shall be so designated on the payrolls.

Section 10: (A) Unpaid family and medical leave shall be granted consistent with applicable provisions of the Federal Family and Medical Leave Act for the birth of a son or daughter of the employee and in order to care for such son or daughter; for the placement of a son or daughter with the employee for adoption or foster care; in order to care for the spouse, son, daughter or parent of an employee if such spouse, son, daughter, or parent has a serious health condition; or because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.

(B) Where such leave is due to the serious health condition of the employee or his/her spouse, son, daughter, or parent, the employee must provide to the Chief certification from his/her health care provider consistent with the Family and Medical Leave Act. Such certification must be made on Department of Labor approved Certification of Physician or Practitioner Form, attached to this Agreement as Appendix B.

(C) Notwithstanding the provisions of paragraphs A and B above, any employee seeking leave under this provision and the employer must comply with all applicable provisions of the Federal Family and Medical Leave Act. This provision shall be interpreted consistent with the Federal Family and Medical Leave Act.

ARTICLE XV PERSONAL LEAVE

Each employee covered by this Agreement shall be entitled to three (3) days of paid personal leave per fiscal year which shall not be deducted from the employee's sick leave. Unused personal days may not be accrued from fiscal year to fiscal year. Said three (3) days of personal leave may be utilized during any calendar year for imperative personal business which

could not be effectively conducted outside of the work hours. Reasons for such leave must be made in writing to the Chief or his/her designee as soon as possible but not less than forty-eight (48) hours before the absence occurs, whenever possible.

This leave shall not be requested so as to extend a holiday or vacation period. Such personal leave may not be granted for recreational purposes or for the purpose of pursuing gainful employment. Approval of such leave shall not be unreasonably withheld.

ARTICLE XVI SEPARABILITY AND SAVINGS

If any Article or Section of this Agreement or any riders thereto shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if the compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and any rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as set forth above, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of either party for the purposes of arriving at a mutually satisfactory replacement for such Article or Section during the period of the invalidity or restraint.

ARTICLE XVII INSURANCE BENEFITS

As long as the Town of Winthrop agrees to pay one-half (1/2) the cost of a health insurance plan, Blue Cross/Blue Shield, and one-half (1/2) the cost of a Two Thousand Dollar (\$2,000) life insurance policy and a Two Thousand Dollar (\$2,000) accidental death and dismembership policy, details of which are covered in a supplementary booklet, the Employer will deduct the employee's share of payroll checks for participating members on receipt of the proper authorization.

On the date of retirement, life insurance may be continued in the amount of Two Thousand Dollars (\$2,000) fully paid for by the retiree.

For the retired employee, the hospital-surgical-medical coverage may be continued through the local pension group. If an individual does not desire to remain in the insurance plan, the retired employee may secure his hospital-surgical-medical coverage under any conversion contract offered by Blue Cross/Blue Shield.

In the event the Town alters its insurance benefits for all civil Service personnel, said changes will be reflected in this Article. It is understood that the Employer's only obligation hereunder is the making of payroll deductions where required.

ARTICLE XVIII HEALTH AND SAFETY

Section 1: The parties agree to abide by all regulations of the Department of Health of the Town of Winthrop, of the Commonwealth of Massachusetts and the Department of Public Safety.

Section 2: A Safety Committee of three (3) members of the Union shall meet with the Chief or his/her designee at reasonable intervals to discuss and make recommendations on matters of general health and safety.

ARTICLE XIX SALARIES AND HOURS

See Attachment B For Wage Schedule

Further, all permanent full-time employees as of July 1, 1993 shall be entitled to a Five Hundred Dollar (\$500.00) stipend.

Effective June 30, 1996, on a pro-rated basis, add a new Step 6 to the current salary schedule, representing an annual increase of 1,000 above Step 5. Employees may be eligible for movement to this new Step 6 after having served five years as regular full-time police officers.

Shift Differential:

Effective July 1, 1996, all employees regularly and permanently assigned to a full week night shift (4:00 P.M. – 12:00 A.M.) shall receive an 8% per week differential.

Effective July 1, 1996 all employees regularly and permanently assigned to a full week midnight to 8:00 A.M shift shall receive a 10% per week differential.

Employees who are not regularly and permanently assigned to a full week night shift and who fill in for a night shift shall receive one-quarter (1/4) of the night shift differential for each night shift worked. Employees shall also be entitled to this compensation on a pro-rata basis for part of a night shift worked.

ARTICLE XX

PAYMENT SCHEDULE

Effective July 1, 2008, employees will be paid on a bi-weekly basis.

ARTICLE XXI

LONGEVITY

Annual longevity payments will be made to qualified employees who have worked the required number of years as of July 1 of the fiscal year in which the payment is made.

5 years of service	.5% of base
10 years of service as of July 1	1.0% of base
15 years of service as of July 1	1.2% of base
20 years of service as of July 1	1.4% of base
30 years of service as of July 1	1.6% of base

ARTICLE XXII

CHIEF PROSECUTOR

The Chief Prosecutor of the Winthrop Police Department will be paid a yearly premium of Six Hundred Dollars (\$600.00) for his/her duties as Chief Prosecutor.

The Assistant Prosecutor of the Winthrop Police Department will be paid a yearly premium of Three Hundred Dollars (\$300.00) for his/her duties as Assistant Prosecutor.

ARTICLE XXIII

OVERTIME

Section 1: The normal work week will constitute thirty seven and one half (37-1/2) hours.

Section 2: All overtime will be offered to regular officers first, and officers required to work on their day(s) off, whether for a full eight (8) hours or less, shall be paid not less than four (4) hours minimum.

Assignments to overtime shall be by the Chief of Police or his/her designated representative on an equitable basis and a record shall be kept and posted monthly in the police station. Upon acceptance or rejection of said assignment by an officer, she/he shall go to the bottom of the list.

In determining eligibility for overtime, assignments and rotating shall be based upon the number of hours an officer actually served on overtime, as opposed to the number of overtime assignments worked by such officer.

Section 3: Overtime hours worked in excess of the employees regular work week shall be paid an overtime at the rate of one and one-half (1 ½) times the employee's regular rate of pay.

ARTICLE XXIV EXTRA PAID DETAILS

Section 1: Assignments to extra paid details shall be made by the Chief of Police or his/her designated representative from a seniority list posted at the police headquarters. A record will be maintained by the Chief of Police or his/her representative of such assignments and this record shall be posted monthly in the police station.

These assignments shall be made equitably based on seniority, with an officer going to the bottom of the list upon acceptance or rejection of said assignment.

In determining eligibility for details, assignments and rotation, shall be based upon the number of hours an officer actively served on a detail, as opposed to the number of detail assignments worked by such officer.

Section 2: Such assignments shall be for a period of not less than four (4) hours unless agreed to by the Union. Any detail that exceeds four (4) hours shall be paid eight (8) hours.

Section 3: Effective upon funding by the Town Council of the 2007 Arbitration Award, the rate for extra paid details, whether inside or outside shall be Thirty-Eight Dollars

(\$38.00) per hour. In the event the detail exceeds eight (8) hours, then the rate shall be one and one-half (1-1/2) times the \$38.00 hourly rate.

Section 4: The Union and any employee covered by this Agreement agree to indemnify and hold the Town harmless for any and all claims, demands, suits or liabilities relative to the payment for extra paid details for private parties. The Town agrees to require all contractors to post a payment bond to secure the payment for all private detail work required. In the event of non-payment by a private party, the Union and/or employee(s) shall be solely responsible for pursuing payment directly from the private party. The issue of payment or non-payment for an extra paid detail by a private party is not grievable nor arbitrable under the terms of this Agreement.

In the event an employee working an extra paid detail for a private party is injured or otherwise harmed, the parties to this Agreement agree that the terms of Massachusetts General Laws, Chapter 41, sections 100 and 111F, amended, shall apply. In the event the Union and its members agree to cooperate with the Town in both the defense and pursuit of any legal action involving a private detail. Moreover, the Town shall have a right of subrogation in any action filed on behalf of an employee against a private party.

Section 5. Effective upon execution of this Agreement, officers will be allowed the opportunity to work details in cities and towns outside the Town of Winthrop, which are approved by the Police Chief through mutual aid agreements to be negotiated between the Town of Winthrop and other cities and towns. Prior to approving details in other cities and towns known details within the Town of Winthrop will be filled.

Section 6. The Town shall accept Chapter 44, Section 53C providing for a fund to be established for off-duty work details.

ARTICLE XXV UNION BUSINESS

Section 1: All employees covered by this Agreement who are officers of the Union or who are members of the Collective Bargaining Negotiation Unit (not to exceed three) shall be allowed time off for official Union business in connection with negotiations of Union matters, conferences or the proper pursuit of the grievance procedure with Town officials or the Chief or

his/her designee, without loss of pay or benefits and without the requirement of making up said loss of time, provided such time is mutually agreed upon by the Town officials and the Union.

Section 2: If the Town has, in fact, by proper vote of the Town Meeting, accepted Massachusetts General Law 147, Section 17D then, in that event, the employee will be allowed the benefits of such Section.

Section 3: One (1) member of the Union shall be allowed to attend the NAGE-IBPO national convention without loss of pay which shall not exceed three (3) days. The employer may require written confirmation from NAGE IBPO of the time and location of said convention.

Section 4: One (1) member of the Union shall be allowed to attend on an annual basis without loss of pay a one (1) day seminar conducted by NAGE-IBPO. The employer may require written confirmation of the time and location of said seminar from NAGE IBPO.

ARTICLE XXVI SUBSTITUTIONS

Uniformed members of the Police Department shall be permitted to substitute or exchange time with members of equal rank within the Department when they have the permission of the Chief or his/her designee.

Substitution shall be permitted only for personal reasons. Substitutions for purposes of gainful employment shall not be permitted. Substitutions must be performed within ninety (90) days.

ARTICLE XXVII UNIFORMS AND EQUIPMENT

Section 1: The Chief of the Police Department or some person under his/her supervision and control shall supply the members of the force, exclusive of their uniform referred to below, with the following items:

- One (1) expandable baton
- One (1) pair of handcuffs
- One (1) Department issued side arm
- One (1) holster
- One (1) flashlight
- One (1) traffic belt

Two (2) badges, and,

One (1) whistle and notebook

Section 2: Effective July 1, 2007 the uniform allowance shall be Seven Hundred and Fifty Dollars (\$750.00) per year with said amount due and payable during the month of July.

Effective July 1, 2008 the uniform allowance shall be Eight Hundred and Fifty (\$850.00) Dollars per year with said amount due and payable during the month of July.

Section 3: Each person in the Department will be designated a locker and issued the following:

One (1) raincoat

One (1) rain hat and appropriate footgear

Such equipment shall be replaced as needed.

ARTICLE XXVIII DUTIES

The duties of the members of the Police Department shall be consistent with the tenor and rules of the Civil Service Law, regulations, notices, bulletins and opinions covering said matters.

ARTICLE XXIX INJURED LEAVE AND LIGHT DUTY

(A) Disabled Employees

All employees covered by this Agreement who are injured in the line of duty shall receive full salary while incapacity from work exists or until they are placed on disability retirement, as provided in Chapter 41, Section 111F of the General Laws of Massachusetts and as further provided herein.

(B) Line of Duty Injuries

1. Whenever any employee has been incapacitated for duty by reason of an injury sustained while in the performance of his/her duty without fault of his/her own, s/he shall present his/her claim(s) to the Chief. The Chief shall promptly investigate the incident which gave rise to the injuries and make a preliminary determination within ten (10) calendar days. Final determination shall be made within twenty (20) calendar days of the

injury. In the event final determination is not made within said twenty (20) days, the employee shall be placed on Chapter 41, Section 111F status pending such determination.

2. The employee may use his/her sick leave while the Chief makes a determination, provided that any sick leave so used will be credited in full if the injury leave claim is finally approved.

3. If the employee's claim is rejected by the Chief, s/he shall be promptly notified in writing and shall have the right to grieve the rejection under the provisions of Article VIII of this Agreement, provided, however, that where the employee chooses arbitration as the method for resolving the dispute, that shall be the exclusive procedure for resolving said dispute.

4. An employee shall be entitled to receive compensation as defined in Section A of this Article for the period of his/her incapacity. If such period exceeds thirty (30) calendar days, continued payment may be conditioned on periodic written medical statements from the treating doctor (or medical practitioner) supporting the claim of continued incapacity. An employee's entitlement to compensation under this Article shall cease after s/he has been retired or pensioned in accordance with law or after a physician designated by the appointing authority of the Town of Winthrop has determined that the employee's former incapacity for duty no longer exists.

C. Light Duty

1. A member of the bargaining unit who is on injury or sick leave and who has been on such leave for a period in excess of six (6) calendar weeks, may be recalled to limited or light duty if the treating physician determines that s/he is able to perform some certain specified light duties of a police officer (a list of which shall be provided to the treating physician). The terms "limited" or "light" duty shall be used interchangeably.

2. If the employee's physician and the Town physician disagree as to such fitness for limited duty, they shall thereupon jointly designate a physician agreeable to both. In the event of their inability to agree upon a third physician, a physician shall be jointly selected by them from a list or panel of physicians established or suggested by the Division of Industrial Accidents, in cooperation with the parties hereto.

3. The third physician, however selected, shall conduct, at the Town's expense, an examination of the employee at a time and place the physician determines. Either party

may, at its own expense, provide for the attendance of its designated physician and/or legal counsel at the examination by the third physician. After completing the examination, the physician shall issue a written report setting forth his/her conclusion as to the employee's fitness for limited duty. Said report shall be binding on the Town, the employee, and the Union, without recourse. Pending receipt of the opinion of the third physician and the Town's action thereon, the town shall not require the employee to return to duty and shall continue to fully compensate the injured employee for lost time incident to any such absence. In the event of the employee is absent due to a non-work related illness, pending receipt of the opinion of the third physician and the Town's action thereon, said employee may remain on paid sick time, if available to him/her.

4. The light duty tasks to which a member of the bargaining unit may be assigned shall consist only of tasks that have been customarily performed by other police officers within the Winthrop Police Department, including any or all of the following:
 - (a) education and training;
 - (b) interviewing and dispensing information to members of the public; and,
 - (c) administrative tasks, including but not limited to answering the telephone; operating the dispatch radio; maintaining departmental logs.
5. The Chief may, at his discretion, assign an eligible employee to such light duty on the basis of a five (5) day, thirty-seven and one-half (37 ½) hour work week (Monday through Friday, holidays excluded).
6. In the event an employee injured in the line of duty is assigned to limited duty, such limited duty shall not interfere with ongoing medical treatment. During any period when limited duty is being performed, if such employee requires ongoing medical treatment during work time, such lost time shall be charged to injured leave status and not sick time.
7. Limited duty status shall cease when the employee is either capable of returning to full duty status or is retired. Limited duty status shall continue during any appeal of any adverse medical panel and/or Retirement Board ruling.
8. Light duty shall not be used as a punishment assignment.

9. All employees on injured leave who have been determined, pursuant to the procedures described herein, to be capable of returning to light duty shall be recalled to work on that basis within ten (10) calendar days of final determination of fitness.
10. Employees placed on light duty shall not be utilized to displace regularly scheduled officers.

ARTICLE XXX HOLIDAYS

All employees covered by this Agreement will be paid one (1) extra day's pay at regular straight time wages for the following thirteen (13) holidays:

Martin Luther King Day ✓	Independence Day ✓
New Year's Day ✓	Columbus Day ✓
Washington's Birthday ✓	Labor Day ✓
Evacuation Day	Veteran's Day
Patriot's Day	Thanksgiving Day ✓
Memorial Day	Christmas ✓
Bunker Hill Day	

ARTICLE XXXI VACATIONS

Section 1: For all employees covered by this Agreement, during the term of this Agreement or any extension or renewal thereof, the anniversary date of employment shall be the basis for determination of vacations. Such employees shall receive vacation with pay as follows:

- Carroll*
- (A) Employees on the payroll continuously for a period of six (6) months but less than one (1) year as of the anniversary date of employment shall be entitled to one (1) week's vacation.
 - (B) Employees who have been on the payroll continuously for a period of one (1) year but less than six (6) months as of their anniversary date of employment shall be entitled to two (2) week's vacation.

(C) Employees who have been on the payroll continuously for a period of five (5) years but less than thirteen (13) years as of their anniversary date of employment shall be entitled to three (3) week's vacation.

(D) Employees who have been on the payroll continuously for a period of thirteen (13) years of their anniversary date of employment will receive a vacation of four (4) weeks.

(E) Employees who have been on the payroll continuously for a period of twenty (20) years as of their anniversary date of employment will receive a vacation of five (5) weeks.

Section 2: Vacation periods will commence July 1 and run until June 30 of the following year. Vacation schedules for the entire year shall be posted May 1 and preferential selection period shall terminate on June 15. First consideration shall be given to the length of service of the employees involved subject, however, to the needs of the Department.

Section 3: Vacation leave shall not be accumulated from one vacation year to another, and salary shall not be paid in lieu of vacations except in cases of emergency and with prior approval of the Town Manager.

Section 4: Except in cases of discharge for dishonesty, any employee who is discharged or quits between his anniversary date of employment of the contract year and his scheduled vacation date shall receive the vacation pay due him for that year, provided that employment is terminated at least two (2) weeks prior thereto. Upon the death of an employee entitled to a vacation allowance, vacation shall be paid to the person or persons to whom his/her salary is payable.

Section 5: If an employee returns to the service of the Town of Winthrop and his/her period of service with the Town has been interrupted for reasons other than service in the armed forces, then after five (5) years of continuous full-time service, the amount of service prior to the interruption of his/her work for the Town shall be added to the five (5) or more years of current full time service to give total service for purposes of computing "continuous service" for vacation allowance.

ARTICLE XXXII COURT TIME

Any officer who goes to court before or after his/her regular shift or on a day off, shall be paid a minimal amount equal to four (4) hours. The officer shall be paid the regular rate of pay for the court time when she/he is on his/her regular tour of duty. Any officer who is requested to appear in court other than on his/her regular tour of duty shall be compensated at the rate of one and one-half (1-1/2) times the regular rate.

ARTICLE XXXIII SENIORITY

Seniority is defined as the length of continuous full-time employment in the Winthrop Police Department.

The Employer recognizes the principle of seniority in layoffs due to lack of work, provided that the senior employee is available and qualified to do the remaining work.

The Employer, in recognition of seniority, shall allow an employee to bid for a vacancy on a different work shift which is caused by death or retirement as long as it is of comparable duty and rank and does not involve a specialty.

That the seniority provisions of the contract relative only to job bidding for vacancies on a different work shift? would provide a clause that would allow aggrieved members of the Bargaining unit to appeal any seniority decision made by the Chief of Police to the Town Manager, the Town Manager's decision shall be final and binding on both parties. Seniority shall be broken by:

- A) Resignation.
- (B) Layoff due to lack of work for a period of sixty (60) days.
- (C) Discharge for just cause.

ARTICLE XXXIV EDUCATIONAL BENEFITS

The Employer agrees to compensate each employee Fifty Dollars (\$50.00) per year for each three (3) credits an employee earns towards an Associates Degree or a Bachelors Degree in law enforcement at an accredited university.

The employee will earn these credits on his/her own time and the Employer shall not be responsible for the employee's tuition.

ARTICLE XXXV DISCIPLINARY ACTION

No permanent employee shall be removed, dismissed, discharged, suspended or charged in any manner except for just cause and at any hearings or interviews attendant thereto the police officer will have an opportunity to have an attorney present on his behalf.

ARTICLE XXXVI EVALUATIONS

Employees shall be evaluated once annually and within thirteen (13) months of the employee's last evaluation by the Chief of his/her designee using an evaluation instrument developed and agreed to by the parties. A joint sub-committee will be formed to develop a mutually agreed upon evaluation instrument to be completed by _____.

ARTICLE XXXVII DRUG TESTING

A. Probationary Employees. Employees may be tested periodically during the probationary period with or without reasonable suspicion at such times as may be determined by Chief.

B. Absence from Duty. An employee who is absent from duty for more than sixty (60) continuous calendar days on sick leave, injured-on-duty leave, disciplinary suspension, or leave of absence may be tested once within the first seven (7) calendar days after his return to active duty. Employees may make a timely appeal of the Chief's decision that he/she be tested to the Town Manager.

C. Serious Incidents. An employee involved in an incident on the job which involves serious property damage, is life threatening, or involves serious bodily injury may be tested where the Chief has reasonable belief that the incident was within control of the employee.

D. Reasonable Suspicion. An employee may be tested after a determination by the Chief or his designee that there is reasonable suspicion to test the employee. Reasonable suspicion is a belief based on objective facts sufficient to lead a reasonably prudent person to suspect that an employee is using or is under the influence of drugs so that the employee's ability to perform his/her duties is impaired. Reasonable suspicion shall be based upon information of objective facts obtained by the department and the rational inferences which may be drawn from those facts.

The information, the degree of corroboration, the results of the investigation or inquiry and/or other factors shall be weighed in determining the presence or absence of reasonable suspicion.

E. Procedures.

1. Hair samples and urine samples, which requested by the Chief will be taken at and by an approved testing facility determined by mutual agreement outside the Town of Winthrop.

2. The laboratory selected to conduct the analysis must be experienced and capable of quality control, documentation, chain of custody, technical expertise and demonstrated proficiency in radioimmunoassay testing. A certificate from such facility will be issued for use in all discipline cases. (Only a laboratory which has been properly licensed or certified by the state in which it is located to perform such tests will be used.) The testing standards employed by the laboratory shall be in compliance with the Scientific and Technical Guidelines for Drug Testing Programs, authored by the Federal Department of Health and Human Services, initially published on February 13, 1987 and as updated.

Testing officer will maintain the sterility of the sample (split) and the integrity of the sampling procedure by executing the chain of custody process for the sample given and all related documentation. If a test result is positive, a split sample shall be reserved for independent analysis.

3. The employee to be tested will be interviewed by the technician who will be taking the sample to establish the use of any drugs currently taken under medical supervision.

Any employee taking drugs by prescription from a licensed physician as a part of treatment, which would otherwise constitute illegal drug use, must notify the tester in writing and include a letter from the treating physician. Any disclosure will be kept confidential with tester.

4. The report result will only be available to the Chief and Town Manager. Test results will be made available also to the employee upon request. Employees having negative drug test results shall receive a memorandum stating that no illegal drugs were found. If the employee requests it, a copy of the memorandum will be placed in the employee's personnel file.

5. The testing procedures and safeguards provided in this policy shall be adhered to by all personnel associated with the administering of drug testing. The employees will be accompanied by the Chief or a designated officer assigned to bring the employee to the testing facility. The employee will be assigned a test code identification for the purpose of maintaining anonymity and to assure privacy throughout the sampling and testing procedure. The employee will sign and certify department documentation that the coded identification on the testing sample corresponds with the assigned test code identification.

6. The employee to be tested will be notified to report to the Chief just prior to the employee being taken to the testing facility. Advanced notification of the testing will not be given; this is to insure the integrity of the test.

7. The department will designate to the testing facility the specific drugs for which the sample is to be analyzed. The testing facility will report findings only as to those specific drugs for which the department requested testing.

The testing shall consist of an initial screening test, and, if that is positive, a confirmation test. The confirmation test shall be by gas chromatography or mass spectrometry.

8. Each step of the processing of the test sample shall be documented in a log to establish procedural integrity and the chain of custody. Where a positive result is confirmed, test samples shall be maintained in secured storage for as long as necessary.

F. Discipline. An employee with a positive confirmatory drug, and/or alcohol screening result may be suspended from employment under a just cause standard pursuant to the Collective Bargaining Agreement except as provided under Paragraph G. Upon the employee's return they will subject to random drug tests for the following 24 months.

An employee with two (2) positive confirmatory drug and/or alcohol screening result with a five (5) year period will be discharged from employment.

G. Rehabilitation Program. An employee who tests positive for illegal drugs or alcohol abuse shall be medically evaluated, counseled and treated for rehabilitation as recommended by an E.A.P. counselor. Employees who complete a rehabilitation program will be retested randomly once every quarter for the following twenty-four (24) months. Any employee who does not successfully complete the rehabilitation program will be subject to discipline, including discharge under a just cause standard pursuant to the Collective Bargaining Agreement.

Treatment and rehabilitation shall be paid by employee's insurance program. If the employee is a member of the Town insurance program and the insurance plan does not cover rehabilitation the Town will pay for the cost.

Employees will be allowed to use their accrued leave and earned leave for the necessary time off involved in the rehabilitation program.

If an employee tests positive during the twenty-four (24) month period they shall be subject to disciplinary action per this agreement.

ARTICLE XXXVIII CIVILIAN DISPATCHER

The Union agrees that the Town can implement the position of Civilian Dispatcher on or after July 1, 2005. The Town and the Union further agree that the Union may have a representative at any planning meetings regarding the implementation of the Civilian Dispatcher position. The position will be included in the Recognition Clause of the agreement with Local 397A. No member of Local 397A be laid off nor shall the force be reduced in numbers without

first laying-off or eliminating the Civilian Dispatcher. A member of 397A will be assigned to the station at all times, even if the Civilian Dispatcher position is implemented.

ARTICLE XXXIX DURATION

Section 1: This Agreement shall become effective retroactive to July 1, 2005 subject to the provisions of Section 2 of this Article and shall continue in effect up to and including June 30, 2008 and shall thereafter renew itself for successive terms of one (1) year each unless sixty (60) days prior to December 31, 2002 or any December 31st thereafter, either the Employer or the Union shall have given the other written notice of its desire to modify or terminate this Agreement.

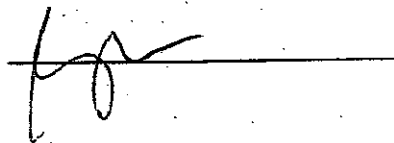
In the event that a successive contract is not effectuated on the date of termination of this Agreement, then all the provisions of this Agreement shall remain in full force and effect until a succeeding agreement is consummated.

Section 2: This Agreement shall become effective only to the extent that sufficient funds are appropriated and to the extent that necessary amendments to all laws, ordinances, and by-laws are approved at Town Council so that this Agreement will not conflict with any said law, ordinance or by-law.

The Employer shall request and actively support and urge at Town Council the necessary appropriations and propose necessary amendments to existing laws, ordinances and by-laws.

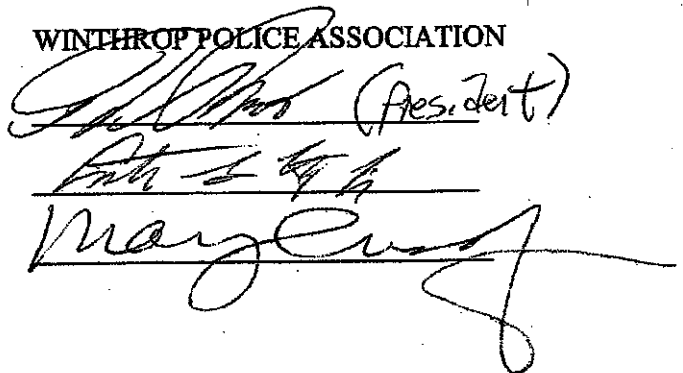
IN WITNESS WHEREOF, the authorized representatives of the parties have set their hands this day of November, 2007.

TOWN MANAGER,



APPROVED AS TO FORM
TOWN COUNSEL

WINTHROP POLICE ASSOCIATION



(President)

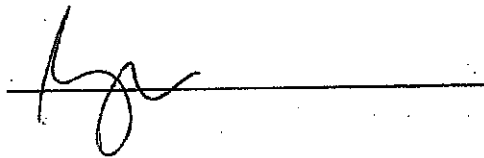
APPENDIX "A"

QUINN BILL AGREEMENT

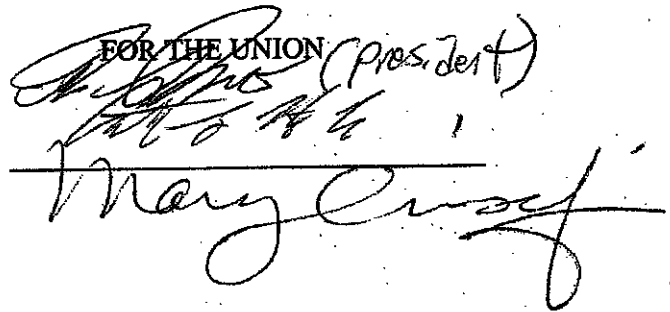
WHEREAS the 1988 Town Meeting voted to authorize the acceptance of M.G.L. c.41, S108L, commonly known as and hereafter referred to as the Quinn Bill; WHEREAS the present collective bargaining agreement also contained educational benefits for the members of the bargaining unit; THEREFOR, the Employer and Employee agree that

1. Employees eligible for the Quinn Bill will receive the benefits of said bill, with overtime there under being effective as of July 1, 1989. There will be no retroactive money due and payable for overtime prior to July 1, 1989.
2. Employees eligible for the educational benefits under the collective bargaining contract shall continue to enjoy these benefits.
3. The Town, at its sole discretion, may seek the rescission of the Quinn Bill at the 1991 Town Meeting. No Union Officers will participate in any manner in the Town's petition to seek rescission of the Quinn Bill. Any Police Officer who speaks as an advocate of the Quinn Bill must identify himself as an individual only and not as a representative of the Union.

FOR THE TOWN



FOR THE UNION (President)



Memorandum of Understanding

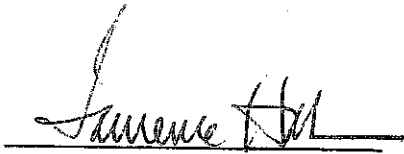
The Town of Winthrop, herein after "Town", and the Winthrop Police Union, Local 397, herein after the "Union" hereby agree that the following additions, deletions and modifications shall be made to the collective bargaining agreement. Any provisions not specifically modified herein, shall remain in full force and effect.

1. The Parties agree to transfer parking enforcement work, which is currently being performed by a privately paid company, back into the police department. It is further agreed that the Town shall be allowed to deploy Reserve Police Officers to perform parking enforcement activities.
 - a. The primary purpose of the Reserve Officer(s) assigned to Parking Enforcement shall be to write parking tickets between 0100-0500. The Reserve Officer(s) shall not be dispatched to answer calls for service unless an emergency situation requires it which shall be determined by the officer in charge. Nothing in this paragraph shall be construed as a limitation of the police powers of a Reserve Officers while conducting Parking Enforcement activities.
 - b. The Reserve Officers assigned to Parking Enforcement shall be compensated from the Parking Department Budget not the Police Budget.
 - c. Reserve Officers assigned to Parking Enforcement shall not count for shift staffing/manning numbers or to back-fill Regular full time Police Officers in Lieu of Overtime.
 - d. In the event a scheduled Reserve Officer assigned to Parking Enforcement calls out for their shift or is unable to come in to perform his/her duties, a Regular full-time Police Officer shall be hired on Overtime to replace him/her to perform Parking Enforcement duties up to and including 1/3 of the scheduled shifts for each currently scheduled month of Parking Enforcement. Anything over the 1/3 of the scheduled shifts the Town reserves the right to utilize other non-scheduled reserves to fill the open shift(s).
 - e. This MOU shall be effective as of May 1, 2009

In consideration for the Unions consent the Town agrees to the contractual modification in the following paragraph which is numbered as (2).

2. Article XIV "Sick Leave" section 2 paragraph 2 shall modified as follows:

The maximum accumulated sick days allowed by the Employer shall be two hundred (200) days. However, for retirement purposes pursuant to Section 8 of this Article, an employee shall be allowed to surrender not more than two hundred (200) days of accumulated sick leave in consideration for Forty-Seven Dollars (\$47.00) per day sick leave up to a maximum of Nine Thousand Four Hundred Dollars (\$9,400.00). In the event an employee dies while still employed by the Town, his heirs or estate are entitled to recover for this unused sick leave at \$47.00/day up to a maximum of Nine Thousand Four Hundred Dollars (\$9,400.00).



Lawrence Holmes

Acting Town Manager

Date: June 8, 2009



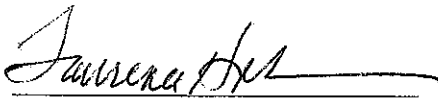
Ferruccio Romeo

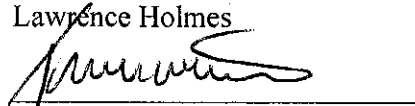
Union President Local 397A

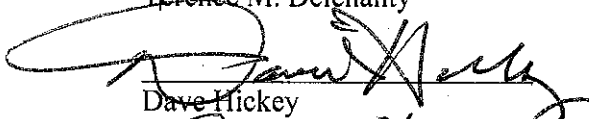
Memorandum of Understanding

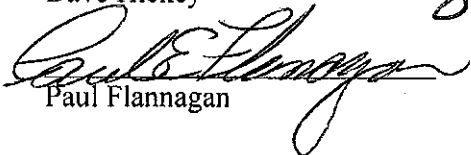
The Town of Winthrop through the interim Town Manager Lawrence Holmes and the representatives of I.B.P.O. Local 397A and Local 397B agree to the following on town paid details:

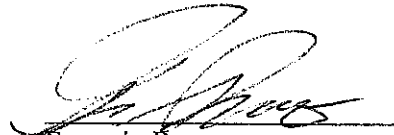
1. Detail officers will only be required for work being performed or awarded by the Town of Winthrop on streets that are considered critical work areas under the Town Bylaws.
2. When the awarding authority is the Town of Winthrop or the work being performed by the Town of Winthrop and ~~is expected to be prolonged (exceeding eight hours in length) and costly~~ ^{IN CRITICAL WORK AREAS}, a detail officer will be utilized for the time frame when actual work is being performed, when no work is being performed the Town of Winthrop will ensure the construction zone is safe to pedestrians and vehicular traffic. Prior to the commencement of further work to the same work zone a new detail officer shall be ~~called~~ ^{hired}. *SH*

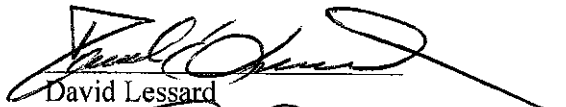

Lawrence Holmes

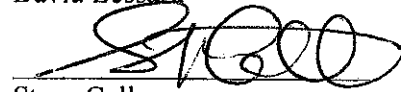

Terence M. Delehanty


Dave Hickey


Paul Flannagan


Ferruccio Romeo


David Lessard


Steve Calla

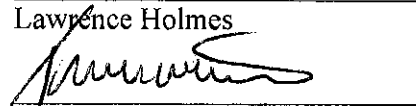
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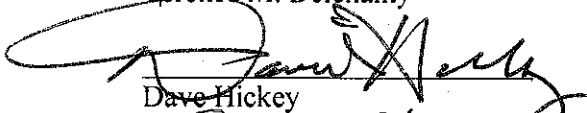
Memorandum of Understanding

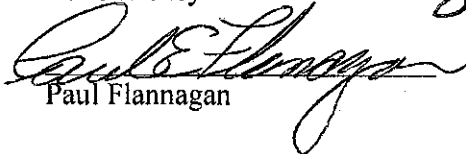
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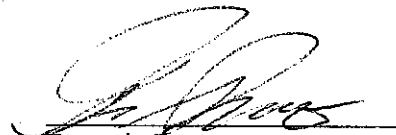
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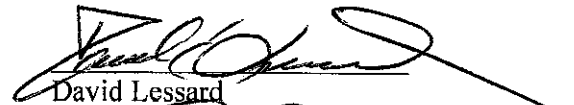

Lawrence Holmes


Terence M. Delehanty


Dave Hickey


Paul Flannagan


Ferruccio Romeo


David Lessard


Steve Calla

RECEIVED

APR 13 2009

RECEIVED

APR 13 2009

Memorandum of Agreement
Between
Town of Winthrop
And
Winthrop Police Union MCOP Local 421 AFL-CIO.

WHEREAS, the Town and the Union were parties to a collective bargaining agreement established by an arbitration award covering an initial period of from July 1, 2008 through June 30, 2011; and

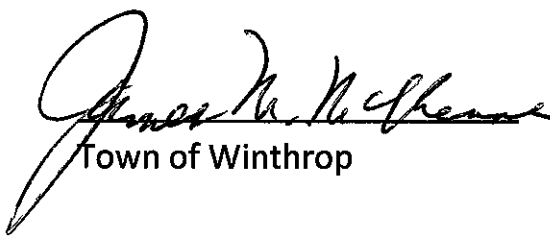
WHEREAS, that agreement provided in Article XXXIX that the agreement "shall remain in full force and effect until a succeeding agreement is consummated;" and

WHEREAS, on October 22, 2010 the Supreme Judicial Court of Massachusetts held in the case of *Boston Housing Authority v. National Conference Of Firemen and Oilers, Local 3*, SJC-10569 that an "evergreen" clause was no longer valid beyond three years;

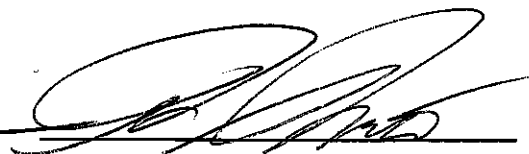
NOW, THEREFORE, the parties agree to the following terms in order normalize their relationship while they bargain for a successor to the July 1, 2008 – June 30, 2011 collective bargaining agreement.

1. **Continuation of Contract.** All the terms of the July 1, 2008 – June 30, 2011 collective bargaining agreement (including but not limited to Articles VIII and IX, Grievance Procedure and Arbitration) shall be continued in full force and effect for a base period of one year from October 13, 2011 through and including October 12, 2012.
2. **Continuation After Base Period.** After the base period, this agreement will continue in effect on a day-to-day basis terminable by either party on 60 days written notice to the other.

3. **Obligation to Bargain.** The parties commit themselves to bargaining a successor to the July 1, 2008 – June 30, 2011 agreement effective retroactive to July 1, 2011. The existence of this agreement shall not relieve the parties of their obligation to bargain a successor to the July 1, 2008 – June 30, 2011 agreement effective retroactive to July 1, 2011, nor shall it preclude the parties from utilizing any of the impasse resolution procedures available, including mediation, factfinding, and interest arbitration to settle the terms of that agreement.
4. **Legislation.** The parties are aware of legislation being introduced which might nullify the effect of the *Boston Housing Authority* case and might restore the effectiveness of the evergreen clause in the July 1, 2008 – June 30, 2011 contract. If such legislation should be enacted, then the evergreen clause in the July 1, 2008 – June 30, 2011 contract shall replace this agreement from the date on which that evergreen clause again becomes effective.
5. **Settlement of Litigation.** The Union shall request the withdrawal of its charge of prohibited practice and the cancellation of the November 2, 2011 hearing in the matter at the Department of Labor Relations entitled IBPO, Local 397 and Town of Winthrop, MUP-11-6275.



Town of Winthrop



Winthrop Police Union MCOP
Local 421 AFL-CIO

Date: 10/19/11

Date: 10-21-2011



Winthrop Police Union

MCOP Local 421

AFL-CIO

Ferruccio Romeo, President
Stephen Acone, Vice-President
Guilio Bonavita, Secretary/Treasurer
Mary Crisafi, E-Board
617-846-1212



Winthrop Police Department
31 Matcoff Sq.
Winthrop, MA 02152

Joseph G. Sandulli
Sandulli Grace, P.C.
44 School Street, Suite 1100
Boston, MA 02108

February 2, 2012

Via Facsimile (617) 523-2527

Joe,

**Here is a copy of the signed MOA and the Howard Greenspan letter
we spoke about relative to the new Detail rate.**



Ferruccio Romeo, President

**Memorandum of Agreement
Between
Town of Winthrop
And
Winthrop Police Union MCOP Local 421 AFL-CIO.**

This agreement incorporates and continues all the terms of the collective bargaining agreement established by an arbitration award covering an initial period of from July 1, 2008 through June 30, 2011 except as modified herein. This agreement is subject to ratification by the union membership and to funding by Town Council.

1. **Duration.** The initial term of the contract shall be three years from July 1, 2011 through June 30, 2014.

2. **Wages:** There shall be the following general wage increases:

July 1, 2012 1.5%

January 1, 2013 .5%

July 1, 2013 1.0%

January 1, 2014 2.0%

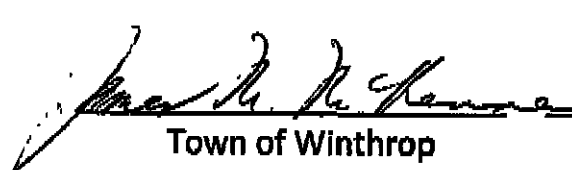
3. **E-911 Stipend.** Effective upon ratification and funding of this agreement the Town shall pay a one-time stipend to each member of the bargaining unit who qualifies as a Pallas E-911 operator of Two Hundred Fifty Dollars (\$250.00). Any bargaining unit member currently employed on the date of contract ratification but not currently qualified will be paid the stipend upon qualification however qualification can be no later than June 30, 2012.

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4. **Longevity.** Article XXI of the contract is modified by eliminating the 30 year step and adding at 25 years a payment of 3.0%.
5. **Details.** In order to assure the prompt payment of details the Town will impose a late fee of 10% upon contractors who pay details beyond thirty days after billing. The Town will include a notice of the late fee upon the initial bill for the detail. Effective upon ratification by the union and funding by the town, the detail rate will become Thirty Six Dollars (\$36.00) for Town details and Forty Dollars (\$40.00) for private details. A Town detail is one contracted directly by a Town agency such as, but not limited to, the School Department and the Department of Public Works.
6. **Parking Enforcement.** Parking enforcement work will be divided equally between bargaining unit members and Reserve Officers. The time limitation in paragraph 1 (b) of the Memorandum of Understanding regarding parking enforcement is eliminated. The Town may use Reserve Officers for up to 4 shifts per week for parking enforcement, but there is no commitment that the Town will utilize four shifts. The Town will alternate the use of bargaining unit members and Reserve Officers on a daily basis (for up to four shifts per week) with the intent of obtaining an equal division of this work on a monthly basis. The decision to deploy personnel pursuant to this paragraph is solely in the Chief's discretion and this section does not guarantee scheduled overtime to bargaining unit members.

7. **Reopener.** If the Town (not including the school system) settles with any union for a cumulative wage package increase that is greater than provided by this agreement, the Union may reopen this agreement to bargain about specific wage terms.

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Town of Winthrop Winthrop Police Union MCOP

Local 421 AFL-CIO

