

***AGREEMENT BETWEEN THE TOWN OF
WINSLOW
-AND-
WINSLOW FULL-TIME POLICE OFFICERS
ASSOCIATION***

**JANUARY 01, 2022
DECEMBER 31, 2024**

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THIS AGREEMENT is entered into this _____ day of _____, 2021 by and between the "TOWN OF WINSLOW", Maine, hereinafter referred to as the "TOWN" and the "WINSLOW FULL-TIME POLICE OFFICERS ASSOCIATION", hereinafter referred to as the "ASSOCIATION."

ARTICLE 1 – PREAMBLE

Pursuant to the provisions of the Municipal Public Employees Labor Relations Act (Title 26, M.R.S.A 961 through 974, 1969 as amended), the parties hereto entered into this agreement in order to establish mutual rights, preserve proper employee morale and to promote effective and efficient operation.

ARTICLE 2 – RECOGNITION

The Town recognizes the Association as the sole and exclusive bargaining agent for the purpose of negotiating wages, hours, and other conditions of employment for eligible bargaining unit employees, excluding the Police Chief and Captain , as determined in accordance with the Municipal Public Employees Labor Relations Act. Positions covered by this contract include the Lieutenant, Sergeants, Detective, School Resource Officer (SRO) and Patrol Officers.

ARTICLE 3 – MANAGEMENT RIGHTS

The Town retains all rights and authority to manage and direct its employees and to determine work shift assignments, except as otherwise specifically provided in the Agreement. The Association acknowledges the right of the Town to make such reasonable rules and regulations governing the conduct of its employees as are not specifically inconsistent with the provisions of this Agreement. The Town agrees to forward copies of said rules and amendments thereto to the Members of the Association.

ARTICLE 4 – PROBATION PERIOD

SECTION I – FULL-TIME EMPLOYEES

New employees who are attending or will be attending the Maine Criminal Justice Academy shall be on probation from their date of hire and until one (1) year after they graduate from the Academy. New employees who are already Academy certified when hired shall be on probation for one (1) year from the date they are hired. Union obligations shall not be affected by a probationary period. Employee and employer obligations under the pension system shall run from the original date of hire and shall not be affected by the probationary status. Prior to the expiration of the one (1) month probationary period, the Town may discharge the employee without establishing cause.

SECTION II – SEASONAL AND PART-TIME EMPLOYEES

Seasonal or part-time employees will not come under or be covered by the provisions of this agreement.

ARTICLE 5 – SENIORITY

SECTION I - APPLICATION

Seniority, for the purposes of the Agreement, shall be interpreted to mean length of continuous services within Unit only from the date of last hire and shall be a factor in all matters affecting promotions, if employees are otherwise substantially equally qualified and shall be a major factor in all matters affecting layoff, recall, and vacation preference. In the event it becomes necessary for the Town to lay off employees for any reason(s), employees shall be laid off in the inverse order of seniority. The Town retains the right to choose what classifications of employees shall be retained but employees shall be able to exercise bumping rights to lower classifications in rank. Employees who are laid-off have recall rights, by seniority, for 6 months. A laid-off employee's seniority continues to accrue during this time.

SECTION II – ASSIGNMENT PREFERENCE

The Town agrees that regular, full-time bargaining unit Members, if off-duty and available, shall have preference for all Patrol assignments based on seniority basis. These assignments may be on a regular Patrol shift or on an "extra" detail.

The following are exceptions to this section:

- (1) Superior court hearings:
- (2) Administrative hearings:
- (3) Maine Criminal Justice Academy basic school:
- (4) In-service schools:
- (5) Sick leave if extended beyond 40 consecutive hours each occurrence.
- (6) School Details (SRO has preference)

The filling of 1 through 6 above will be at the discretion of the Police Chief.

ARTICLE 6 – PROMOTIONS & VACANCIES

SECTION I - PROMOTIONS

The Town will post the promotional vacancies for at least 10 days, and qualified applicants (see Appendix B) must reply in writing to the Chief or his/her designee within the appropriate period. Applicants who do not meet the minimum qualifications, as outlined in Appendix B, for the posted position will be rejected and will not be considered for the position.

To be considered for advancement the candidate must possess a minimum of:

- Lieutenant - 10 years' experience or hold the rank of Sergeant
- Sergeant - 5 years' experience
- Detective - 3 years' experience
- SRO - 2 years' experience

If no qualified candidate meets years of service requirements the Chief may, at his or her discretion, consider a candidate with the next highest years of tenure.

The scoring for the promotional process shall consists of the total raw score of the interview, oral board, seniority points and annual performance reviews.

1. A written exam to be selected by the Chief of Police that may be administered by an independent testing company recognized and used in the Law Enforcement community or an in house developed exam consisting of topics selected from Maine Criminal & Motor Vehicle Law, Maine Law Enforcement Officers Manual, and department policies and procedures. The decision of which type of exam to use is at the discretion of the Chief of Police. The candidates "**Raw Score**" will be factored in the total promotional score.
2. An oral board review panel consisting of the following:
 - a. Sergeant Vacancies:
 - i. Two Command Level and/or Supervisory Officers unrelated to the Town of Winslow.
 - ii. Lieutenant from the Winslow Police Department
 - iii. One civilian member of the community
 - b. Lieutenant Vacancies:
 - i. Three Command Level Officers unrelated to the Town of Winslow.
 - ii. One civilian member of the community
 - c. The total "Raw "score from the Oral Committee will be added to the total overall score.
3. Seniority shall be calculated with each year of Full-Time law enforcement service with the Town counting as 3 points for a maximum of fifteen (15) points. Years of service shall be measured from the posting of the promotion back to the date of hire with all such years rounded up or down to the closest full number.
4. The candidate's three (3) most recent annual performance reviews will be taken into consideration and reviewed by the panel. This will count as a maximum of 25 points of the total score.

The Chief of Police will be permitted to select an individual from the three highest scoring candidates.

Newly promoted supervisors will have a one (1) year probation, anytime during that first year, the newly appointed supervisor may be demoted

If each candidate fails to reach a minimum of 60% of the combined score, for sections 1, 2 & 4 above, then the Chief of Police may, at that time, elect to fill the open position from outside the police department.

SECTION II – SRO / DETECTIVE

The Town will post the SRO/Detective vacancies for at least 10 days, and qualified applicants (see Appendix B) must reply in writing to the Chief or his/her designee within the appropriate period. Applicants who do not meet the minimum qualifications, as outlined in Appendix B, for the posted position will be rejected and will not be considered for the position.

1. An oral board review panel consisting of the following:
 - a. Two or more law enforcement supervisors and/or officers that have similar assignments and experience from an agency not related to the Winslow Police Department and two community or Winslow School Department representatives - The candidates "**Raw Score**" will be factored in the total promotional score
 - b. The Chief of Police will be permitted to select an individual from the three highest scoring candidates.
2. Seniority shall be calculated with each year of Full-Time law enforcement service with the Town counting as 3 points for a maximum of 15 points. Years of service shall be measured from the posting of the promotion back to the date of hire with all such years rounded up or down to the closest full number.

The SRO/Detective positions serve at the leisure of the Chief of Police and are considered an assignment and not a promotion.

ARTICLE 7 – VACATION – PERSONAL LEAVE – COMPENSATORY TIME

SECTION I - VACATION

Each permanent, full-time employee having more than one (1) year of continuous service and less than six (6) years of continuous service shall be entitled to a vacation of two (2) work weeks during each anniversary year.

****In the event the newly hired employee is a graduate of the Maine Criminal Justice Academy Basic Law Enforcement Training Program, or has received a waiver from the academy, with two (2) years of full-time post graduate experience, they shall receive one (1) week of vacation immediately and another week of vacation within six (6) months of their start date. In the event, the officer resigns or is terminated from the agency, they will not be entitled to any remaining vacation balance within the first year**.**

0 – to 6 months	40 hours *Hired academy graduate(s) only*
6 months up to 1 year	40 hours
1 year to 6 years	80 hours
6 years to 14 years	120 hours
14 years	160 hours

Each permanent full-time employee will be entitled to eight (8) extra hours of vacation, up to two hundred (200) hours, for each year that the employee works over nineteen (19) years.

In the event of death of an employee, all unused and earned vacation pay to which he/she would be entitled shall be paid to his/her next of kin, defined as: first, spouse; secondly, child or children; thirdly, parent or parents; or to the estate.

The use of vacation may not accumulate from year to year unless authorized by the Police Chief. Said approval shall be contingent upon schedule and duty requirements.

Contractual employees will be allowed to "cash in" no more than forty (40) hours of vacation per fiscal year. The employee will formally request in writing their request to "cash in" their time thirty (30) days before their anniversary date.

SECTION II - COMPENSATORY TIME

At the employee's option, allowable overtime hours worked (see below) may be accrued as compensatory time at a rate of time-and-one-half and may be utilized at a mutually agreeable time. The number of hours worked that may be banked as compensatory time shall be limited to thirty (30) hours (equivalent to forty-five (45) hours of accrued compensatory time) per fiscal year. In the event an individual has a balance at the end of the fiscal year, the amount will transfer to the following fiscal year. However, the transferred balance will be deducted from the allowable accrual of forty-five (45) hours for the year.

A request to utilize accrued compensatory time must be submitted to the appropriate person at least twenty-four (24) hours in advance for approval.

ALLOWABLE OVERTIME HOURS: (1) Training hours (2) Extra Departmental Shifts (3) Holdover hours from shifts (4) Court time

SECTION III – PERSONAL LEAVE

Each full-time police officer will be credited thirty-eight (38) hours of personal leave on July 1st each year for attending to personal business that cannot be conducted during normal business days. These hours shall not roll over year to year.

ARTICLE 8 – HOLIDAYS

SECTION I– RECOGNIZED HOLIDAYS

The following holidays shall be paid holidays for employees covered by this Agreement.

- | | |
|---------------------------|----------------------------|
| 1. New Year's Day | 8. Labor Day |
| 2. Martin Luther King Day | 9. Columbus Day |
| 3. Washington's Birthday | 10. Veteran's Day |
| 4. Patriot's Day | 11. Thanksgiving Day |
| 5. Memorial Day | 12. Day after Thanksgiving |
| 6. Juneteenth Holiday | 13. Christmas Day |
| 7. Independence Day | |

SECTION II – WORK ON HOLIDAYS

If an employee, including probationary employees, is required to work on one of the above listed and observed holidays, he/she shall receive compensation at the rate of one and one-half times the base hourly rate of pay for hours worked, as well as eight (8) hours for the holiday itself.

Compensation for the holiday shall be paid in the pay period in which it falls. If the employee requests the holiday as a day off, the request must be approved by the Chief of Police or his designee and will be taken as a regular eight (8) hour shift. Time and one half shall not apply in these cases.

The Detective and SRO (during the school year.) will be considered nonessential on the above thirteen (13) listed holidays and will have the schedule shift off. They will receive eight (8) hours of straight pay for these days. The Detective and SRO are eligible to be ordered in due to an emergency or staffing shortage.

SECTION III – OTHER RECOGNIZED HOLIDAYS

All other holidays (except emergency shutdowns), the Town grants to other Town Departments, above the thirteen (13) listed in SECTION I, shall be allowed as Holiday time for members of the bargaining unit.

ARTICLE 9 – SICK LEAVE

SECTION I - ACCRUAL

Town shall comply with the provisions of the State and Federal Family and Medical Leave Acts.

Sick leave shall accrue to regular, permanent employees at the rate of twelve (12) hours for each full calendar month of service accumulative to a maximum of one thousand four hundred forty (1,440) hours.

SECTION II – APPROVED USE OF SICK LEAVE

Sick leave may be used only in the following cases:

- a. Personal illness or physical incapacity of such a degree as to render the employee unable to perform the duties of his/her position.
- b. Attendance upon members of the family, including domestic partners, within the household of the employee when their illness requires care by such employee, not to exceed one (1) per week and six (6) days per year. The one (1) per week and six (6) days per year rule may be exceeded in case of hospitalization.
- c. Up to 2 hours per incidence (additional time may be granted at supervisor's discretion) for routine doctor, dentist and other health related appointments that can only be scheduled during work hours (employees are encouraged to schedule such appointments at times during the workday that will cause the least disruption to department operations); and
- d. in accordance with the Family Medical Leave Act.

SECTION III – ABUSE OF SICK LEAVE

Employees are expected to be at work when needed. While some absenteeism is unavoidable, and illness and injury do occur, abuse of sick leave constitutes excessive absenteeism and will be subject to disciplinary action. Excessive absenteeism shall be defined as three (3) unplanned absences in thirty (30) days, six (6) unplanned absences in one hundred eighty (180) days, or exhaustion of sick leave bank (not including exhaustion of leave due to extended illness qualifying for FMLA). An 'unplanned absence' is a call-out prior to the start of shift that was not previously approved by the supervisor. An incident is all of the subsequent time off resulting from that one call-out. Example: An employee that calls out sick with the flu for 3 consecutive days has one (1) unplanned absence.

The Chief at his or her discretion may require documentation of illness from a qualified medical provider for any period of absence.

SECTION IV – PAYOUT UPON RETIREMENT

Upon separation from service and in accordance with IRS rules, The Town of Winslow will offer a Retirement Health Savings Plan. See Appendix C for a summary of the plan with amendments.

ARTICLE 10 – BEREAVEMENT LEAVE

A regular, permanent employee shall be excused from work for up to five (5) working days, upon request, because of the death of his/her spouse, domestic partner, child, stepchild, stepparent, father or mother and three (3) working days upon request because of the death of the his/her brother, sister, grandmother, grandfather, mother-in-law, father-in-law, brother-in-law and sister-in-law and

shall be paid his/her regular rate of pay for the scheduled working hours missed. Bereavement leave is intended for arrangements and attendance at the funeral.

Extensions to bereavement leave may be made by the Chief of Police upon request by the employee.

ARTICLE 11 – SETTLEMENT OF DISPUTES

Should the UNION or one of its members feel aggrieved concerning the interpretation or application by the Town of any provision in this Agreement, the Member may seek adjustment of any grievance as follows:

- a) An aggrieved member shall present a grievance in writing to the Chief of Police within 5 days of the occurrence of the event causing the filing of the grievance.
- b) If the Member and the Chief of Police have not resolved the grievance within three (3) working days, and the Member wishes to continue the grievance process, the Member shall submit the details of such grievance in writing to the Town Manager. Within five (5) working days thereafter, the Town Manager shall meet with the Member for the purpose of adjusting or resolving such grievance. The Town Manager shall render his decision within ten (10) working days after said meeting.
- c) In the event that the decision of the Town Manager rendered pursuant to (b) above is not acceptable to the Member, he/she may within ten (10) working days thereafter request that the matter be submitted to the Board of Arbitration and Conciliation.
- d) The parties shall bear their own cost for the arbitration and split the cost of the arbitrator 50/50.

ARTICLE 12 – DISCIPLINE & DISCHARGE

Disciplinary action or measures shall include the following:

1. Oral Reprimand
2. Written Reprimand
3. Suspension
4. Demotion
5. Discharge

The Town may adopt disciplinary rules and work rules, which shall be posted from time to time during this Agreement. All rules or amendments, thereto, shall be forwarded to the Members of the UNION. Any disagreement over amendments to existing rules shall be subject to negotiations between the parties with the final resolution subject to Grievance Procedure.

All discipline shall be for just cause. The Town will employ the principles of progressive discipline, but it need not apply discipline in order of its sequence, depending on the seriousness of the offense.

An employee who believes he/she is disciplined without just cause may file within five (5) working days a grievance under the provisions of this contract.

Written reasons for suspensions or discharge shall be stated in writing to the affected employee within two (2) days of action. Employees are required to abide by the terms of this Agreement and to comply with such rules and regulations as the Town may adopt which are not in conflict with this Agreement. Should there be any doubt as to the employee's obligations, he/she shall comply with the rules and then grieve if he/she feels he/she has been wronged. If the employee is disciplined for failure to comply with the rules and regulations, and grieves about the discipline, the issue to be subject to grievance procedure is whether there was compliance. The disciplinary measure stands should he/she be found to have violated the rules and regulations or any provision in this Agreement.

A discharged or suspended employee who believes he/she was not suspended or discharged for just cause must notify the Town in writing within three (3) working days after receiving notification of such action against him/her of his/her desire to appeal the discharge or suspension. In such event, such grievance shall then be handled in accordance with the grievance procedure set forth in this Agreement. All discipline infractions placed in an employee's file, which are received for an infraction, which is less than a suspending offense, shall be purged from the file if there is no disciplinary offense within the next six (6) months subsequent. All serious reprimands (suspension but less than dismissal) shall be purged from the file if no reoccurrence of discipline action is received by an employee within an eighteen (18) month period, subsequent to the serious offense. Records will be maintained in the Master Personnel Files retained in the Town's Administrative Office as required by Schedule 4 of the Local Government Records Retention Schedules established under MRS Title 5, §95-B, but will not be utilized for disciplinary or promotional purposes.

ARTICLE 13 – NO STRIKE – NO LOCKOUT

The Association agrees that during the terms of this Agreement, neither it nor its officers or members will engage in, encourage, sanction, support or suggest any: (1) strikes, (2) slowdowns, (3) mass absenteeism, (4) mass resignations, (5) picketing, which would involve suspension of or interference with normal work of the department or other Town Departments, or (6) any other similar action which would involve suspension of or interference with the normal work of the department or other Town Departments. The Town agrees there will be no lockouts during the term of this Agreement.

ARTICLE 14 – "EXTRAHAZARDOUS" INJURIES

Employees covered by this Agreement who are injured on the job while performing extra hazardous duties, shall receive, in addition to compensation paid or payable under Worker's

Compensation Act, an amount sufficient to bring them up to full net wages while any incapacity exists and until they are either placed on disability retirement or return to active duty. Absence because of such injuries shall not be charged to accumulated sick leave.

Extra-Hazardous injuries shall be defined as follows:

1. Injuries sustained while pursuing, apprehending, arresting, or detaining suspects.
2. Injuries incurred during the official operation of a police motor vehicle in emergency situations.
3. Injuries incurred while standing in a roadway directing traffic, provided the officer had not unreasonably neglected to wear safety equipment provided the officer, when available.
4. Injuries sustained while actively engaged in suppressing riots, insurrections, and similar civil disturbances.
5. Injuries sustained in any other authorized situation in which the employee is exposed to Extra-Hazardous conditions which contributes to the injury as determined by the Town Manager, which determination shall not be unreasonable.

ARTICLE 15 – NONDISCRIMINATION

The Town and the UNION agree not to discriminate against any individual with respect to compensation, terms, or conditions of employment because of such individual's race, color, religion, sex, national origin, age or physical handicap, except as any of these factors may be bona fide occupational qualifications. Neither shall the Town nor the UNION limit, segregate, nor classify employees in any way to discriminatively deprive any individual employee or employment opportunities because of race, color, religion, sex, national origin, age, or physical handicap.

The use of the male or female gender or nouns or pronouns is not intended to describe any specific employee or group of employees but is intended to refer to all employees in job classifications, regardless of gender.

The Town agrees not to interfere with the rights of employees to become members of the UNION and there shall be no discrimination, interference, restraint, or coercion by the Town because of the UNION membership or because of any employee's activity in an official capacity on behalf of the UNION or for any other cause.

ARTICLE 16 – UNIFORMS & PROTECTIVE CLOTHING

SECTION I – PROVISION OF UNIFORMS

The Town shall provide and maintain department approved protective equipment for all Association Members. New Full-Time officers shall be issued uniforms, uniform accessories and equipment to be used in the performance of their duties. SEE APPENDIX A

The Town shall provide a new Ballistic Panel/Vest that meets Department of Justice and NIJ Standards, up to a level III-A standard which shall be replaced every five (5) years by the Town. Members who do not want to use the designated model will have a credit for the value of that

model towards the purchase of their own vest provided that it meets or exceeds the standards of the department-issued unit. In these cases, additional money needed may be taken from the member's clothing allowance (as may be available) or from his or her personal funds. Such credit will be based on the current cost of the model chosen for the standard issue.

SECTION II – CLOTHING ALLOWANCE

Each UNION Member shall receive a clothing allowance as follows:

1. All uniformed members shall receive \$750.00 annually. Each purchase must be approved by the Chief of Police and the item purchased becomes the property of the Town of Winslow. SEE APPENDIX A
2. Newly hired full-time uniformed members will be equipped with all items listed in Appendix "A" "Initial Uniform List" but will not be entitled to a uniform allowance until the following fiscal year.
3. All plain clothes members shall receive \$750.00 per year for the purchase of uniform equipment and/or civilian clothing.
 - a. The purchase of civilian clothing must be for duty use and a receipt must be submitted to the Chief of Police for approval to be eligible for reimbursement.
 - b. The purchase of uniform equipment must be approved by the Chief of Police and the item purchased becomes the property of the Town of Winslow.

The Town will replace, at current market value, personal property damaged as the result of being used for duty purposes. The use of personal property must first be approved by the Chief of Police to be eligible for replacement. The Town will not be responsible for jewelry, luxury watches or other non-essential items the officer chooses to wear in the line of duty.

ARTICLE 17 – CALLBACK TIME & COURT TIME & ADMINISTRATIVE HEARINGS

SECTION I- CALLBACK

Any employee called back to work shall receive a minimum of three (3) hours pay at one-and-one-half (1 ½) time hourly rates of pay. This section applies only when callback results in hours, which are not annexed, consecutively to one end or the other of the working day or the working shifts. This section does not apply to scheduled overtime, call-in times annexed to the beginning of the workday or work shift, or to holdover times annexed to the end of the work shift or workday.

SECTION II – COURT TIME

The minimum rate shall be three (3) hours pay at one-and-one-half (1 ½) times his/her base hourly rate of pay. This should also include Administrative Hearings. No court time shall be allowed to any such employee who has been notified that his/her presence is not needed prior to the end of his/her shift on the day preceding a scheduled Court appearance. If the employee is required to stay

in attendance at such Court for more than the minimum hours in any one day, he/she shall be paid for the actual hours spent that day, provided however, that any and all fees, compensations or allowances to which any officer is or would be entitled to for such Court time, as provided for by Statute of Court Order, shall be turned over and paid to the Town and not retained by the employee.

ARTICLE 18 – WAGES

SECTION I – SALARIES

The wage schedule for the contract period shall be as follows:

POLICE DEPT. SALARIES

01/01/2022-12/31/2022

MERIT STEPS	Lieutenant	Sergeant	Officer
1	\$31.77	\$28.76	\$23.56
2	\$32.41	\$29.40	\$24.20
3	\$33.04	\$30.03	\$24.83
4	\$33.68	\$30.67	\$25.47
5	\$34.31	\$31.30	\$26.10
6	\$34.95	\$31.94	\$26.74
7	\$35.58	\$32.57	\$27.37
8	\$36.22	\$33.21	\$28.01
9	\$36.85	\$33.84	\$28.64
10	\$37.49	\$34.48	\$29.28
11	\$38.12	\$35.11	\$29.91
12	\$38.76	\$35.75	\$30.55
13	\$39.39	\$36.38	\$31.18
14	\$40.03	\$37.02	\$31.82
15	\$40.67	\$37.66	\$32.46
16	\$41.30	\$38.29	\$33.09
17	\$41.94	\$38.93	\$33.73
18	\$42.57	\$39.56	\$34.36
19	\$43.21	\$40.20	\$35.00
20	\$43.84	\$40.83	\$35.63

01/01/2023-12/31/2023

MERIT STEPS	Lieutenant	Sergeant	Officer
1	\$32.32	\$29.31	\$24.11
2	\$32.97	\$29.96	\$24.76
3	\$33.61	\$30.60	\$25.40
4	\$34.26	\$31.25	\$26.05
5	\$34.91	\$31.90	\$26.70
6	\$35.55	\$32.54	\$27.34
7	\$36.20	\$33.19	\$27.99
8	\$36.84	\$33.83	\$28.63
9	\$37.49	\$34.48	\$29.28
10	\$38.14	\$35.13	\$29.93
11	\$38.78	\$35.77	\$30.57
12	\$39.43	\$36.42	\$31.22
13	\$40.08	\$37.07	\$31.87
14	\$40.72	\$37.71	\$32.51
15	\$41.37	\$38.36	\$33.16
16	\$42.02	\$39.01	\$33.81
17	\$42.66	\$39.65	\$34.45
18	\$43.31	\$40.30	\$35.10
19	\$43.96	\$40.95	\$35.75
20	\$44.60	\$41.59	\$36.39

01/01/2024-12/31/2024

STEPS	Lieutenant	Sergeant	Officer
1	\$32.87	\$29.86	\$24.66
2	\$33.53	\$30.51	\$25.31
3	\$34.18	\$31.15	\$25.95
4	\$34.84	\$31.80	\$26.60
5	\$35.50	\$32.45	\$27.25
6	\$36.16	\$33.09	\$27.89
7	\$36.81	\$33.74	\$28.54
8	\$37.47	\$34.38	\$29.18
9	\$38.13	\$35.03	\$29.83
10	\$38.79	\$35.68	\$30.48
11	\$39.44	\$36.32	\$31.12
12	\$40.10	\$36.97	\$31.77
13	\$40.76	\$37.62	\$32.42
14	\$41.42	\$38.26	\$33.06
15	\$42.07	\$38.91	\$33.71
16	\$42.73	\$39.56	\$34.36
17	\$43.39	\$40.20	\$35.00
18	\$44.05	\$40.85	\$35.65
19	\$44.70	\$41.50	\$36.30
20	\$45.36	\$42.14	\$36.94

1. Annual merit increases will be assessed with the first pay period following the employee's full-time hire anniversary date contingent upon a satisfactory annual performance review as attached in Appendix D (employee meets or exceeds expectations).
 - a. All employees will receive annual performance reviews at least 30 days prior to their anniversary date.
 - b. An employee who fails to obtain a satisfactory performance review will be placed on a Performance Improvement Plan (Appendix D-2) in order to provide the employee, the opportunity to improve to a rating of satisfactory or above.
 - c. The employee will have 90 days to improve their rating, during which time the supervisor will meet with the employee on a regular basis (not to exceed bi-weekly intervals) to provide feedback on progress. Should the employee achieve a satisfactory rating within the 90-day period the step increase will be granted and made retroactive to the employee's anniversary date. The 90-day period is the maximum allowable timeframe for performance improvement and does not preclude the employee from achieving a satisfactory rating in a shorter period of time.

SECTION II - LATERAL ENTRY

At the Chief's discretion a newly hired employee be brought in at a step that credits all or a portion of their years of service in another agency to the Town of Winslow. In no case shall a new hire be brought in at a step higher than their prior years of service.

SECTION III - STIPENDS AND ADDITIONS TO WAGES

1. Detective Stipend

An employee appointed to the position of Detective will receive an addition to the hourly wage of \$4/hr while serving in this capacity. This assignment is at the discretion of the Chief. Should the employee be removed from this assignment, whether by choice or at the Chief's pleasure, the stipend will cease.

2. SRO Stipend

An employee appointed to the position of School Resource Officer will receive an addition to the hourly wage of \$2/hr. The stipend will be paid during the regular school year only from one (1) week prior to the beginning of the school year to (1) week after the last day of the school year. During the summer break the stipend is not paid and the employee returns to regular patrol duties. This assignment is at the discretion of the Chief. Should the employee be removed from this assignment, whether by choice or at the Chief's pleasure, the stipend will cease.

3. Education / Military Service Stipend

An employee who holds a degree from an accredited institution of higher learning will receive the following educational stipend:

- Associate's Degree \$400
- Bachelor's Degree \$600
- Master's Degree \$800

An employee who served in the military (Active, Reserve or National Guard) and has an honorable discharge will receive a \$400 annual stipend. Combat Veterans will receive a \$600 annual stipend.

Employees requesting the Education / Military Stipend must present proof of their degree or military service.

An employee may receive either the Education Stipend OR the Military Stipend, NOT both. The employee must submit their request in writing for an Education or Military stipend at the beginning of each fiscal year..

This stipend will be paid in two disbursements as follows: half to be paid the first pay period in December; half to be paid the last pay period in June.

4. MCJA Stipend

An employee who has received the following certification from the Maine Criminal Justice Academy will receive the following additions to their hourly wage:

- Intermediate Certificate - \$.25/hr
- Advanced Certificate - \$.50/hr
- Executive Certificate - \$.75/hr

5. FTO Stipend

All non-supervisory employees assigned to perform Field Training Officer duties will receive an addition to the hourly wage of \$1/hr when acting as the FTO. This stipend applies only to the actual hours worked in this capacity. The total department FTO hours will not exceed 40 hours per week among all employees. This 40 hours per week will be per employee in the training process.

6. Animal Control Stipend

An employee assigned to perform the duties of ACO will receive an addition to the hourly wage of \$.75/hr.

SECTION IV – LONGEVITY

To be entitled to longevity increases an employee must have completed fulltime uninterrupted and continuous service with the Winslow Police Department. There will be no credit for prior service at another agency. Longevity bonuses will be paid as follows:

LONGEVITY (Annual Lump sum bonus starting 7/1/2022)

10-14 Years	\$500
15-19 Years	\$800
20-24 Years	\$1,100
25+ Years	\$1,500

SECTION V – OUTSIDE DETAILS

“Outside Details” are non-patrol, consumer paid details which shall be filled based on the availability of regular, full-time personnel by seniority. Outside Details will be for a minimum of four (4) hours pay at the rate of \$60/hr. This includes grant details.

An exception to this section shall be for any Winslow School System sponsored activities. There will be a three (3) hour minimum at one-and-one-half (1 ½) times the employee’s regular rate of pay.

SECTION VI – OVERTIME

Employees covered by this Agreement shall be paid at the rate of one-and-one-half (1 ½) times their hourly rate of pay for all hours actually worked over their regularly scheduled shift in a pay period Sunday to Saturday.

ARTICLE 19 – INSURANCE & RETIREMENT

SECTION I – HEALTH AND DENTAL INSURANCE

The Town will provide a high-level group insurance plan as provided by MMEHT, (Maine Municipal Employee's Health Trust) defined as the PPO 500 Plan and will maintain this same plan without deviation. The Town will make the following contributions to the cost of providing such a plan:

- EMPLOYEE ONLY 100% of Cost
- EMPLOYEE'S DEPENDENTS 60% of Cost
- EMPLOYEE ONLY DENTAL 100% of Cost
- EMPLOYEE'S DEPENDENTS DENTAL 0% of Cost

The Town will contribute 100% of the employee's single health insurance coverage and 60% of the difference between the full single premium and that of dependent coverage for employees requesting dependent coverage. All bargaining unit employees must participate in MMEHT at least at the single coverage level, except as provided below.

The Town has established and is required to maintain Health Reimbursement Accounts (HRA). At the beginning of each new fiscal year, the Town shall make available to each employee a sum of \$1,500 for those with single coverage or \$3,000 for those with dependent coverage. If an employee changes coverage during the year due to a qualifying event, the benefit shall be prorated accordingly.

Employees may elect to enroll in the POS-C plan, or the POS-200 plan but the maximum amount that the Town shall pay for premiums shall be the amount it is paying for premiums (excluding other plan expenses) in the PPO-500 plan.

The Town agrees to provide the PPO-500 health insurance plan or its equivalent during the life of this Contract. If the Town desires to change insurance carriers during the life of this agreement, such changes must be negotiated.

An employee who has the ability to have insurance coverage from another source, and can demonstrate the same to the Town, may elect to decline the coverage offered by the Town. Such employees shall receive a sum equal to \$3,000 per year paid bi-weekly with the normal paycheck at the rate of \$115.38 per pay period. The selection may be made at the beginning of each fiscal year or upon a qualifying event, which includes the gain or loss of another source of health care coverage. The payment made here in lieu of insurance will not prevent the employee from re-enrolling in the Town's health insurance plan at a later date.

SECTION II – WORKER'S COMPENSATION

Workers Compensation will be provided by the Town in accordance with the Maine statutes.

SECTION III – FALSE ARREST INSURANCE

The Town will provide False Arrest Insurance in the amount of \$100,000 - \$300,000.

SECTION IV – RETIREMENT

The Town will offer current employees the opportunity to participate in either the International City Management UNION Deferred Compensation plan (ICMA-RC 457) or the Maine Public Employees Retirement System (MainePERS) as follows:

ICMA-RC 457 - the Town will match the employee's contribution on a dollar-for-dollar contribution up to a maximum of nine percent (9%) of that employee's regular wages, (regular wages being defined as those earned on a 40-hour workweek) along with Social Security.

MainePERS- the Town will offer Special Plan 2C and will pay the employer's share of the contribution along with Social Security. Beginning July 1, 2022, this plan will be upgraded to Special Plan 3C. The Town's contribution is determined annually by MainePERS.

ARTICLE 20 - WORK SCHEDULE

SECTION I – HOURS OF WORK

The work schedule for all employees shall consist of eighty (80) hours in a two-week period. The work schedule shall include shifts that provide twenty-four (24) hours of police coverage, seven (7) days a week. The Chief of Police, or his/her designee, must provide an employee with five (5) days of advance notice before changing an employee's regularly scheduled shift, except in the event of an emergency or unplanned shift vacancy. The Detective's schedule, however, will consist of a non-standard workweek that may include both the weekend and weekdays.

SECTION II - SUPERVISION CLAUSE

The Police Lieutenant, and Police Sergeants will be on an on-call schedule that will be determined by the Chief of Police or designee..

At the Police Chiefs discretion, one additional police officer may be added to the on-call schedule. The purpose of the on-call schedule is to provide supervision and assistance to employees who must work a shift that does not include a working supervisor.

The assignments above that are on-call will be given an hourly stipend of \$.48 that will be paid during each pay period and will be factored in when calculating the individual's overtime rate.

ARTICLE 21-CONTINUED EDUCATION

The Town of Winslow encourages their employees to continue educational opportunities, which will be mutually beneficial to the individual and the Town. To encourage participation, the Town will reimburse each employee a sum not to exceed \$1,000.00 per fiscal year with a cap of not more than \$3,000.00 for all employees combined.

The employee is required to notify the Chief of Police by no later than the 1st of December if they plan to request a reimbursement during the fiscal year. In order to be reimbursed, the following guidelines must be adhered to:

1. The course taken must be work related or be taken as a requirement for a degree. In terms of work-related courses, this should be interpreted liberally. The Town Manager will make final determination.
2. Application for the reimbursement and approval of such must be made to the Town Manager and Police Chief prior to the start of the course.
3. A certificate of completion or a passing grade must be submitted to the Town Manager for the reimbursement to be approved.
4. The only items eligible for reimbursement are books and tuition, and only where those items are not covered by another reimbursement program or benefit.

ARTICLE 22 - SAVINGS CLAUSE

If any provisions of this Agreement shall be contrary to any law, such invalidity shall not affect the validity of the remaining provisions. The Town and the UNION agree to meet and negotiate a replacement clause within thirty (30) days of the declaration of invalidity of such clause.

ARTICLE 23 - HEALTH & SAFETY

The UNION recognizes the right of the Town to establish reasonable rules and regulations for the safe, sanitary and efficient conduct of the Town's business and reasonable penalties for the violation of such rules and regulations. The Town is responsible for meeting safety standards that are considered minimum standards required by the Occupational Safety and Health Act of 1970, as well as other federal and state laws. Noncompliance with the act may result in fine and penalty to the Town.

The Town shall provide proper safety devices for all employees engaged in work where such devices are necessary. Such devices, where provided must be used as intended. If a member of the unit deems his vehicle or equipment to be unsafe, he shall notify his superior who, in turn, shall arrange for or conduct an appropriate inspection and shall determine whether the vehicle or equipment is safe for use.

Any employee involved in any accident shall immediately report to his immediate, non-unit superior said accident and any physical injury sustained. Said report will be made on a proper form provided by the Town.

It shall be the responsibility of any employee having custody of any equipment and property to see that it is properly cared for, kept clean, and returned to its place of storage after use.

ARTICLE 24 – PHYSICAL FITNESS INCENTIVE

The parties hereby recognize that the physical fitness of employees vitally affects the efficient, safe and productive operation of the department and the quality of police services provided to the public.

All members will take the MCJA physical fitness test annually. An instructor certified by the Maine Criminal Justice Academy shall administer the test. The Department will work with the employees to provide the testing at a reasonable time. While participating in this testing an employee will be considered on duty. Officers passing the MCJA Standards in place at the time of testing at the fortieth (40th) percentile shall be credited with two (2) days of personal leave to be used within the year.

There is no penalty for not passing the exam, but employees will be encouraged to adopt a physical fitness program. Fitness equipment is maintained at both the Winslow Police Department and the Winslow Fire Department. This equipment will be made available to all employees.

ARTICLE 25 - POLITICAL ACTIVITY

While working full-time for the Town, employees shall refrain from seeking or accepting nomination or election to any office in the Town government. Town employees shall not circulate petitions or campaign literature for elective Town officials, or in any way be concerned with soliciting or receiving subscriptions, contributions, or political service from any person or for any political purpose pertaining to the government of the Town. This rule is not to be construed to prevent the Town employees from becoming, or continuing to be, members of any political organizations, from attending political organizational meetings, and expressing their views on political matters, or from voting with complete freedom in any election.

ARTICLE 26 – UNION OFFICERS

The UNION President shall be allowed up to 1 hour per week to work on UNION matters, as long as it does not interfere with the performance of his/her duties. If more time is needed, then the UNION President will need the permission of the Chief of Police or his/her designee.

ARTICLE 27 – DURATION OF THE AGREEMENT


Except as otherwise herein specifically stated, this Agreement shall be effective three (3) years commencing January 1, 2022, through December 31, 2024. It shall be automatically renewed from year thereafter unless either party shall notify the other in writing one-hundred twenty (120) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than thirty (30) days prior to the anniversary date thereof. This Agreement shall remain in full force and effect during the period of negotiations and until notice of the termination of this Agreement is provided to the other party. In the event that either party desires to terminate this Agreement, written notice must be given to the other party no less

than ten (10) days prior to the desired termination date, which said date shall not be before December 31, 2024.

IN WITNESS WHEREOF, the parties hereto have set their hand the 4th
day of November, 2021

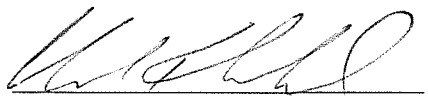
FOR THE TOWN




Witness

FOR THE ASSOCIATION




Winslow Full-Time Police
Officers Association

APPENDIX A

New Full-time hire “Initial Uniform List” & current Full time uniform list

Uniform shirt long sleeve	2 *	Miscellaneous uniform items	
Uniform Shirt Short sleeve	2 *	Collar Brass	2 *
Uniform Pants	2 *	Name tag	2
Rain Jacket	1 *	Uniform silver buttons	4 *
Blauer 3 PCS winter jacket	1 *	Badges	2 *
Uniform boots summer or winter	1Pr		
Uniform Necktie	1 *		
Tie Bar	1 *		
Patrolman hat & badge	1 *	Body armor	
Hat strap	1 *	Body armor to level III	1 *
Hat cover	1 *	Duty bag items	
Knit hat (winter hat)	1 *	Duty Bag	1 *
Inner pants belt	1 *	Summons case	1 *
Traffic Reflective Vest	1 *		
Duty belt items			
Duty Belt (Gun Belt)	1 *		
Pistol Holster	1 *	Police Form holder	1 *
Magazine holder	1 *		
OC Pouch	1 *	Miscellaneous items	
Taser Holster	1 *	Cruiser key	2 *
Baton Holster	1 *	Building key and swipe card	1 *
Handcuff case	2 *	Handcuff key	2 *
Radio holster	1 *	Patrol gloves	1 *
Belt keepers	5 *	Agency ID card	1 *
Flash light ring	1 *		
Protective glove case	1 *		
Duty Belt Equipment			
Glock 21SF	1 *		
Glock 21 magazine	3 *		
Duty rounds (Pistol bullets)	50 *		
Saber Red OC spray	1 *		
Radio	1 *		
Handcuffs	2 *		
Baton	1 *		
Flashlight	1 *		

If the new employee must go through the Police Academy Training, the police academy requirements as set by the MCJA will be provided to the employee.

NOTE: * These items are to be returned to P.D. upon separation

Approved Additional Uniform Items (Can be purchased with clothing allowance)

Uniforms*

Off Duty Holster*

Ear & Eye protection for pistol qualification

Handcuffs*

Leg Irons*

Uniform Sweater*

Winter & Summer gloves (Has to have POLICE lettering on the glove)

Off Duty Cuff Case*

B.D.U. Black "NATO"*

Award ribbons/brackets

I.D. Case/Wallet

NOTE: * These items are to be returned to P.D. upon separation

Additional specialty items to be approved by the Police Chief

(Vendors will be approved by the Police Chief)

APPENDIX B

Minimum Qualification for the Position of Police Sergeant or Lieutenant

1. Must have ten (10) or more years of full-time law enforcement experience or hold the rank of Sergeant to qualify for the position of Lieutenant.
2. Must have five (5) or more years of full-time law enforcement experience to qualify for the position of Sergeant.
3. Must be Maine certified, fulltime, law enforcement officer at the time of appointment or within 90 days of appointment.
4. Meet all items of the current job description for the Winslow Police Department

Minimum Qualification for the School Resource Officer or Detective Position

1. Must have two (2) years of full-time law enforcement experience to qualify for the position of SRO.
2. Must have three (3) years of full-time law enforcement experience to qualify for the position of Detective.
3. Must be a Maine certified, fulltime law enforcement officer at the time of appointment or within 90 days of appointment
4. Meet all items of the current job description for the Winslow Police Department

APPENDIX C

VANTAGECARE RETIREMENT HEALTH SAVINGS (RHS) PLAN SUMMARY OF PLAN PROVISIONS (Amended January 1, 2008)

RHS Plan Information

Plan Name: Town of Winslow

Plan Number: 800551

Account Number: Your ICMA-RC assigned Reference Number

Eligible Employees

The following groups of employees are eligible to participate in our VantageCare RHS Plan:
Town Manager, All Department Head, Full-Time Employees in the following departments: Administration, Assessing, Codes, Police Dept., Fire Dept., & PW Foreman

Participation

Your participation in the RHS plan is mandatory; you may not choose to opt out of the RHS program. The minimum period of service required for participation is 1 year.

To enroll, simply fill out the VantageCare RHS Plan Employee Enrollment/Change Form and return it to your benefits office.

Contributions

The contribution feature(s) shown below are available in our RHS Plan. All RHS contributions are made to your account on a **pre-tax** basis. No Social Security, Medicare, or income taxes are payable on these amounts.

The following **contribution types** are available in our RHS plan:

Definition of Earnings: Base Salary; Does not include any overtime wages.

Mandatory Employee Compensation Contributions: Your Employer will make a mandatory contribution of 1.5% of your earnings as a reduction in salary for the Plan Year.

Mandatory Employee Leave Contributions: Upon separation from service, Your Employer will make mandatory contributions of accrued sick leave based on years of service as follows:

- Greater than 5 years of continuous employment and less than 10 years-
The employee may place 1/6 of accumulated sick leave in the Town's Retiree Health Saving Plan.
- Greater than 10 years of continuous employment and less than 15 years-
The employee may place 1/3 of accumulated sick leave in the Town's Retiree Health Saving Plan.
- Greater than 15 years of continuous employment-

The employee may place 1/2 of accumulated sick leave in the Town's Retiree Health Saving Plan.

Limits on Total Contributions: There is no plan-defined limit on your total annual contributions, other than the limits outlined above for each available contribution type.

Vesting Schedule

Your account is 100% vested at all times

Healthcare Benefits

Timing of Eligibility: You are eligible to receive medical expense benefits at retirement only. If you terminate prior to general benefit eligibility you will receive benefits immediately upon separation of service. You will also become eligible for benefits if you become totally and permanently disabled. Total and permanent disability as defined by the Social Security Administration.

Permissible Medical Benefit Payments: Medical expenses eligible for reimbursement consist of all medical expenses eligible under Internal Revenue Code Section 213 other than direct long-term care expenses. Amounts paid from your account to reimburse qualifying medical expenses for you, your spouse, and your dependents will be tax-free.

Reimbursement Requests: Once you are eligible for health care benefits, your Employer will notify ICMA-RC of your eligibility. You must also complete the VantageCare RHS Plan Benefit Eligibility Form to provide ICMA-RC your spouse and dependent information. Then you may begin requesting reimbursements by filing the VantageCare RHS Plan Reimbursement Request Form. Reimbursement requests are submitted directly to Meritain Health, ICMA-RC's third-party claims processor for RHS Plans. Meritain's address and telephone number are on the form. You may call Meritain directly with any claims related questions.

Post-Death Account Use: In the event of your death, your account will be transferred to your surviving and/or surviving eligible dependents for continuing tax-free healthcare benefits. If no spouse or eligible dependent survives you, the account balance will remain available to the next named beneficiary for continuing healthcare benefits. Benefits paid to non-spouse, non-dependent beneficiaries may be subject to income taxation. Upon the death of your spouse, all dependents, and all named beneficiaries, remaining assets will revert to the Employer. This will remain in effect until December 31, 2008. However, depending on further clarification from the IRS on Revenue Ruling 2006-36, the treatment of survivors and beneficiaries could change to exclude non-spouse and non-dependents.

Please refer to the VantageCare RHS Plan Employee Enrollment/Change Form for important information on this designation.

Questions? For further information on our new VantageCare RHS Plan, please contact your benefits office or ICMA-RC's Investor Services associates at 1-800-326-7272. You can also read important information about the plan in your VantageCare RHS Plan Employee Enrollment Kit.

APPENDIX D



WINSLOW POLICE DEPARTMENT Standard Operating Policies

Title: Performance Evaluation System	Number: A-6
Effective: September 30, 2021	Pages: 8
Review Date: September 30, 2024	Distribution: All Sworn Personnel
Rescinds: All previous agreements	Author: Chief Leonard Macdaid
MLEAP	
Signature Electronically signed <i>Chief Leonard Macdaid</i>	

I. PURPOSE

The purposes of an evaluation system serve both management and the individual employee. Essentially, these are to (1) foster fair and impartial personnel decisions; (2) maintain and improve performance; (3) provide a medium for personnel counseling; (4) facilitate proper decisions regarding probationary Officer's; (5) provide an objective and fair means for measurement and recognition of individual performance in accordance with prescribed guidelines; (6) provide Officer's with necessary behavior modification information to allow them to maintain behaviors that are appropriate from the agency's standpoint and to eliminate inappropriate behaviors; and (7) identify training needs.

II. DEFINITIONS

1. **Performance Evaluation** -- Although performance appraisal is a continuous process, formal documentation of an Officer's performance occurs once a year and/or when an Officer transfers from one job classification to another.
2. **Pre-Evaluation Report** – This will be submitted by the Officer being rated to ensure that their current supervisor is aware of any new or updated goals, assignments etc.
3. **Action Plan** A performance improvement **plan** (PIP), also known as a **performance action plan**, will be established for struggling **employees** providing them an opportunity to succeed while still holding them accountable for past performance.
4. **Interim Performance Evaluation Form** – This is 6-month benchmark evaluation for an employee that is on an action plan established by the Chief of Police that will be used to update the Officer and the Chief of Police on their performance.

5. **Probationary Officer** - Any Officer that is still in their probationary period. This is usually the first year after MCJA graduation or six-months (6) if the Probationary Officer previously graduated from the MCJA.
6. **Officer** - unless otherwise specified, "Officer" refers to any sworn individual, regardless of rank, that is being rated.
7. **Rating Supervisor** - The supervisor to whom the Officer reports directly for duty or assignments.

III. ORGANIZATION

- A. The Chief shall have the overall responsibility for developing and maintaining a performance evaluation system for the Winslow Police Department consistent with agency goals and objectives
- B. The system shall include, at a minimum:
 1. Measurement definitions
 2. Procedures for the use of forms
 3. Rater responsibilities
 4. All personnel charged with conducting performance evaluations shall receive proper training to ensure that evaluations are prepared in a consistent manner.

IV. PROCEDURE

- A. All agency personnel shall be fully evaluated on an annual basis.
- B. An **INTERIM EVALUATION REPORT** will be completed when a Performance Improvement Plan has been established by the Chief of Police.
- C. Evaluations shall be in writing on forms provided by the agency as prescribed.
- D. Evaluation periods for permanent Officer's shall be completed on their anniversary date. For probationary Officer's, evaluations shall be monthly and will be conducted and submitted by the assigned Field Training Officer.
- E. Performance evaluations shall be based on performance during the specified rating period only.
- F. Personnel shall be rated for performance in the position held during the specified rating period. Rating criteria for said positions shall be based on that position's job description.
- G. Each evaluation on an employee's performance should be read and understood by the employee. The signature should only indicate that an employee has read the report. If they should also indicate that they either agree or disagree with the contents. If the employee refuses to sign, the rating supervisor should so note the refusal and record the reason(s) given.
- H. Employees wishing to contest an evaluation score may do so by appealing, in writing, to the Chief within ten (10) calendar days of receiving the appraisal. Upon appeal, the Chief will review all the material and decide if the employee's concerns are valid.

The Chief will either permit the appraisal to stand or return it to the Rating Supervisor for change or clarification. Once the Performance Review has been reviewed by the Chief and a decision has been made on whether they will allow the appraisal to stand, be changed, or clarified, that decision will stand and not be challenged any further.

V. RESPONSIBILITIES

A. Supervisor Responsibilities

1. Ensure that the **PRE-EVALUATION REPORT** is completed and received prior to developing the Annual Evaluation Report.
2. Provide employees the tools and support to assist them with taking greater ownership for individual performance and future development.
3. Ensure that employee's performance plan or objectives are aligned with the Department's business plan and initiatives.
4. Occasionally, the performance review process involves the need for constructive criticism, corrective action and clarification of what is expected, including the consequences to the employee if the required level of performance is not met.
5. Promptly deal with poor performance or non-productive employees. When supervisors tolerate poor performance for extended periods, they are giving employees a wrong message.
6. Maintain on-going employee performance communication throughout the performance review period so that there are no surprises when evaluating an employee at the end of the review period.

B. Employee Responsibilities

7. Provide an honest, sincere and completed **PRE-EVALUATION REPORT** to their immediate supervisor.
8. Maintain open and frequent communication with your supervisor.
9. Request the tools and support you require to take greater ownership of your performance and future development.
10. Be sure you know the behaviors that are expected for your success and how your behavior impacts the success of your co-workers, department and your own performance.
11. Be proactive about talking to your supervisor about what you can do to perform better; be sure you know what is expected of you; understand your performance strengths and weaknesses, and work with your supervisor to develop and follow a plan for your future growth.
12. Keep a copy of your objectives for the year. Refer to the objectives regularly to assess your performance and evaluate your progress.
13. Complete your achievement report or **PRE EVALUATION REPORT** on time and provide this information to your supervisor prior to the yearend performance review conference.

VI. MANAGEMENT

- A. All personnel shall be rated by their immediate supervisor.

- B. The same time periods will apply in the case of a probationary evaluation unless, for some reason, the previous rater also had the Officer for less than forty-five days. Should that condition present itself, the rater will be the supervisor with the most days assigned with the Officer.
- C. Timely submissions of evaluation reports are essential for good morale. As a result, it is the responsibility of the Chief of Police to ensure that evaluations are submitted no less than (10) days from the closing date of the evaluation period.
- D. The Chief of Police shall evaluate the raters under their command for the fairness and impartiality of the ratings given; their participation in counseling employees; and their ability to carry out the rater's role in the evaluation process.
- E. The Chief of Police shall ensure that the raters apply ratings uniformly prior to the evaluation being presented to the individual being rated.
- F. Properly prepared and documented evaluations shall provide information on the following:
 - 1. An employee's suitability for assignment
 - 2. Training needs
 - 3. The ability of an employee to assume additional responsibility
 - 4. An employee's effectiveness in their assigned position
 - 5. Completion of identified goals from the prior rating period
- G. The Chief of Police shall maintain the annual Performance Review in the employee's permanent personnel file.

VII. PROCESS

- A. Submission of all Evaluation Reports will be prepared by the Rating Supervisor and Reviewed by another supervisor, and then submitted up the chain of command.
- B. At the beginning of each rating period, each employee will meet with his/her immediate supervisor at which time personal goals and objectives for each individual shall be mutually agreed upon.
- C. Supervisors shall also counsel employees on the following:
 - 1. The results of the performance evaluation just completed
 - 2. Performance expectations
 - 3. Evaluation rating criteria or goals expected for the new rating period
 - 4. Career counseling relative to advancement, specialization or training appropriate to the Officer's position
- D. Whenever an Officer receives an unsatisfactory rating on their annual evaluation, the

rating supervisor shall immediately initiate a documented written plan to bring the less than satisfactory rating into compliance. Within (90) days, the supervisor will review the plan with the Officer to determine what progress is being made. If performance has not improved, further steps will be taken to include, but not limited to, training and/or corrective/disciplinary action. Performance shall be reviewed every (90) days until the rating becomes satisfactory.

- E. Whenever ratings in the unsatisfactory or superior levels are made on the performance evaluation, raters shall be required to substantiate such ratings in narrative form, if the performance criterion is not explicit.
- F. Performance evaluations shall be reviewed by the rated individual at the conclusion of each rating period. This shall be done with the rating supervisor. The rated employee shall have the opportunity to sign and make written comments to supplement the completed performance evaluation.
- G. A copy of the completed performance evaluation shall be provided to each employee.

VIII. RATING STANDARDS

The following rating scales are to be used as guidelines for evaluating Officer's' work performance. These guidelines are provided for rating each applicable performance standard. Guidelines are stated to give examples of each level of performance and do not include all possible behaviors or performance indicators. In rating each standard, the rater will determine which relevant guideline statement(s) best describes the Officer's' performance in that standard.

In the absence of specific guidelines related to that standard, the rater will base the rating on the general level of performance indicated by the guidelines.

A. Superior:

This rating indicates a consistent performance level so unusual or of such high quality that is normally found among a very small percentage of employees. It is a level of performance which demonstrates excellence in the scope and quality of the employee's achieved results. The achieved results are obvious to all and their contribution to the goals and objectives of the organization are extraordinary and highly effective. This rating recognizes very impressive performance in terms of quality, quantity and efficiency. This is the highest performance level which by its very nature is difficult to reach. This should be reserved exclusively for those individuals who have displayed excellence on a consistent and sustained basis.

B. Satisfactory:

This rating indicates a consistent performance level expected of any qualified and experienced employee performing the same duties under the same conditions. It also includes steady performance, given the employee's level of experience and/or training, as with a recently hired or reassigned worker. Standard is the term for the basic job function.

Solid performance in the full scope of the employee's job would indicate a rating of standard. The employee should take initiative and follow through on all responsibilities. The employee's performance meets accepted principles, methods and practices in regard to job responsibility, work habits, safety, and relationships. The achieved performance results are compatible with the goals and objectives of the organization and are supportive and complimentary of its direction.

C. Needs Improvement:

This indicates a performance level which is poorer than the standard level. It indicates unacceptable performance for a qualified and experienced employee. The achieved performance results are not compatible with goals and objectives. Excessive amounts of supervision are necessary. Completed tasks often need follow up by the supervisor and certain tasks may have to be withheld.

- D. **Unsatisfactory:** This rating indicates a performance level that is far below the standard expected by the organization. The employee does not meet the basic job standard. They cannot meet the scope of the job. This level might indicate a level of performance by a previously qualified and experienced employee which has steadily or suddenly dropped.

E. **Not Observed:**



Winslow Police Department



Pre-Evaluation Report

Officer Name: _____

Rating Period: _____

Rating Supervisor: _____

1. List all specialized training that you attended during last rating period training

2. List all Commendations & Letter of Appreciation received during last rating period

3. List of current Specialty Assignments or Collateral Duties i.e. MCJA Instructor, Community Policing, Vehicle Maintenance, etc.

4. List accomplished goals that you declared in the previous performance evaluation:

5. List SHORT TERM PROFESSIONAL GOALS (1-2 years) that you would like to accomplish during the next year.

6. List LONG TERM PROFESSIONAL GOALS (3-5 years) that would like to accomplish during the next year.

Officer Signature: _____

Date: _____



Winslow Police Department



6-Month Interim Performance Evaluation Form

Officer Name: _____

Rating Supervisor: _____

	Superior	Satisfactory	Needs Improvement	Unsatisfactory	Not Observed
Oral Communications	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Speaking before groups	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Written Communications	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Listening Skills	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Technical Knowledge	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Application of Police Skills	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Operation of Equipment/Vehicles	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Operation of Computer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Specialty Assignments	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Initiative	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Productivity	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Consistency	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Team Sensitivity	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Appearance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Officer Safety & Prisoner Control	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Response to Employee & Citizen Request for Assistance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Citizen Interaction	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Citizen Service	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Adherence to Core Values	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Overall Performance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Objective Met	Satisfactory Progress	Insufficient Progress		
Status of Identified Goal #1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Status of Identified Goal #2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Status of Identified Goal #3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

Comments or Recommendations for Improvement

Rating Supervisor Signature: _____ Date: _____

Officer Signature: _____ Date: _____

APPENDIX "D-2"

PERFORMANCE IMPROVEMENT PROGRAM

Improvement is necessary in the following areas, and will be reviewed in six weeks with the employee:

Performance Factors

Improvement Needed

1. Job Knowledge

2. Quantity of Work

3. Quality of Work

4. Judgment and Decision Making

5. Effort/Initiative

6. Planning and Organization

7. Internal Communication

8. Personal and Job Growth

9. Customer Service

10. Contribution to Team Effort

11. Safety

12. Use of Town Resources

13. Attendance

Employee Comments:

Rater Comments:

Employee Signature

Date

Rater Signature

Date

Reviewer Signature

Date

Dept/Division Head Signature

Date