

2025-2028

AGREEMENT

Between

TOWN OF WINTHROP, MAINE

and

COUNCIL#93

**AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES**

AFL-CIO

for the

Police Officers and Dispatchers

of the

Winthrop Police Department

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ARTICLE 1

PREAMBLE

THIS AGREEMENT is entered into between the Town of Winthrop hereinafter referred to as the "Town" or the "Employer" and Council #93, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union":

WHEREAS, the Town and the Union desire to establish a constructive, cooperative and harmonious relationship; to set forth the entire Agreement in relation to salaries, wages, hours of work and other terms and conditions of employment; to promote effective service towards the accomplishment of the mission of the Town; to establish an equitable and peaceful procedure for the resolution of differences; to establish mutual rights, preserve proper employee morale; and to promote and maintain effective and efficient operations;

THEREFORE, this Agreement by and between the parties is effective as of July 1, 2025, unless otherwise specifically noted in this Agreement.

ARTICLE 2
RECOGNITION

The Town recognizes the Union as the sole and exclusive bargaining agent for the purpose of negotiating salaries, wages, hours, and other conditions of employment for all its eligible employees including Police Officers, Corporals, Sergeants, Detectives and Dispatchers, within the bargaining unit in the Police Department, as determined in accordance with the Municipal Public Employees Labor Relations Act.

ARTICLE 3
CHECK-OFF AUTHORIZATION

Section 1. The Town shall deduct regular monthly dues and fees upon receipt of a signed authorization from each employee (a copy of which is to be retained by the Town) and a certified statement from AFSCME Council 93 as to the amount of dues and fees. Such authorization shall be for the life of this Agreement and shall be continued thereafter if an Agreement exists between the Town and the Union, unless an employee notifies the Union in writing no more than twenty (20) days and not less than ten (10) days before the expiration of the Agreement of the employee's desire to revoke the employee's authorization for check-off.

Section 2. The Town shall forward all such dues and fees so collected to AFSCME Council 93 before the end of each month in which deductions were made by electronic transfer (ACH). In the event dues and fees are deducted each week, the Town shall forward such dues and fees to the Secretary-Treasurer of the Local Union before the tenth (10th) day of the month following the month in which deductions were made.

Section 3. Delinquent Dues. Upon notification by the Union of delinquent dues or fees, the Town shall deduct for delinquent dues or fees in addition to deduction for regular dues or fees.

Section 4. The Union shall indemnify and save the Town harmless against all claims and suits which may arise by reason of any action taken in making deductions of said dues and fees and remitting the same to the Union pursuant to this Article.

ARTICLE 4

MANAGEMENT RIGHTS

The Town retains all rights and authority to manage and direct its employees, except as otherwise specifically provided in this Agreement. The Union acknowledges the right of the Town to make such rules and regulations governing the conduct of its employees as are not specifically inconsistent with the provisions of this Agreement.

ARTICLE 5
MAINTENANCE OF STANDARDS

Section 1. Protection of Conditions. The Town agrees that all conditions of employment relating to wages, hours of work, overtime differentials, and general working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement; and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement. It is agreed that the provisions of this Section shall not apply to inadvertent or bona fide errors made by the Town or the Union in applying the terms and conditions of this Agreement, if such error is corrected within sixty (60) days from the date of error discovery. This provision does not give the Town the right to impose or continue wages, hours, and working conditions less than those contained in this Agreement.

Section 2. Extra Contract Agreements. The Town agrees not to enter into any agreement or contract with bargaining unit employees, individually or collectively. Any such agreement shall be null and void.

ARTICLE 6
SUBCONTRACTING

Both the Union and the Town agree that the Town may either sub-contract or contract to meet their necessary work requirements, however, any sub-contracting or contracting will not be done in an attempt to undermine the Union or its members.

The Town shall notify the employee to be laid off thirty (30) days prior to the layoff and shall make a reasonable effort to find alternate employment for any affected employee.

In the event that the Town engages in a reduction in force through sub-contracting and an affected employee is not able to find similar, alternate employment prior to the departure date, the employee shall be paid a severance benefit equal to 160 hours of pay at the employee's hourly rate.

ARTICLE 7

UNION ACTIVITIES

Section 1. Time Off for Union Activities.

The Town agrees to grant the necessary time off up to five (5) days per year without discrimination or loss of seniority rights and without pay, to the Unit Chair or Chief Steward as designated by the Union to attend a labor convention or to serve in any capacity on other official Union business, provided one (1) week's written notice is given to the Police Chief specifying length of time off. The Union agrees that, in making its request for time off for Union activities, due consideration shall be given to the number of employees affected in order that there shall be no disruption of the Town's operations due to lack of available employees.

Section 2. No Discrimination Because of Union Activities.

Any employee member of the Union acting in any official capacity whatsoever shall not be discriminated against for the employee's acts as such officer of the Union so long as such acts do not interfere with the conduct of the Town's business, nor shall there be any discrimination against any employee because of Union membership or activities.

Section 3. Labor/ Management Committee:

The Labor/ Management Committee shall be made up of the police chief and/or their designee, unit chair and chief steward and may meet at any mutually agreeable time to discuss labor / management issues that may arise during the term of the contract. AFSCME Staff Representative and/or Town Attorney may attend any or all Labor/ Management Committee meetings.

ARTICLE 8

ACCESS TO PREMISES

1. Authorized agents of the Union shall have access to the Town's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues, and ascertaining that the Agreement is being adhered to, provided, however, that there is no interruption of the Town's working schedule.

2. Union will provide the Town with a list of authorized representatives within a reasonable time from the signing of this contract.

3. The Union representative will notify the Chief of Police or the shift supervisor for the purposes of gaining access to the premises.

ARTICLE 9
UNIT OFFICERS

Section 1. The authority of the Unit Chair and Chief Steward designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

- a. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement;
- b. The transmission of such messages and information which shall originate with and are authorized by the Local Union or its officers, provided such messages and information have been reduced to writing.

Section 2. The Unit Chair and Chief Steward have no authority to take strike action, or any other action interrupting the Town's business. The Town recognizes these limitations upon the authority of the Unit Chair and Chief Steward and shall not hold the Union liable for any unauthorized acts.

Section 3. The Unit Chair or Chief Steward shall be permitted to investigate, present and process grievances on or off the property of the Town without loss of time or pay if action must be taken during the regular shift of the Unit Chair or Chief Steward. Such time spent in handling grievances shall be considered working hours in computing daily and/or weekly overtime. Justification for time so used will be provided in writing upon request. In all cases department business has priority.

ARTICLE 10
BULLETIN BOARDS

The Town agrees to provide suitable space for Union use on the present Police Department bulletin board. The Union shall limit its use of the bulletin board to official Union business, such as meeting notices and Union bulletins.

ARTICLE 11
DISCIPLINE OR SUSPENSION

Section 1. The Town shall not discipline any employees without just cause. In all cases involving the discharge or suspension without pay of an employee, the Town must immediately notify the employee in writing of the employee's discharge or suspension and the reason thereof. Such written notice shall also be given to the Unit Chair, and a copy mailed to the Local Union Office, within one (1) working day from the time of the discharge or suspension.

Section 2. Any employee discharged must be paid in full for all wages owed employee by the Town, including earned vacation pay and time due, if any, within a reasonable amount of time from the date of discharge.

Section 3. A discharged or suspended employee must advise the employee's Local Union in writing, within five (5) working days after receiving notification of such action against the employee, of the employee's desire to appeal the discharge or suspension. Notice of appeal from discharge or suspension must be made to the Town Manager in writing within seven (7) calendar days from the date of discharge or suspension, and this action shall be considered Step Three of the grievance procedure and further process shall be as per Article 12.

Section 4. No written reprimand or suspension in the employee's personnel file will be considered in any future disciplinary action unless a violation of the same nature has occurred within one (1) year after the prior discipline was imposed. In cases of a repeat violation of a like nature, the disciplinary letter(s) shall continue to be considered until twelve (12) months have passed since the most recent violation.

If the Department Head or Supervisor has reason to reprimand an employee, it shall be done in a manner and place that will not embarrass the employee before other employees or in public.

ARTICLE 12

GRIEVANCE PROCEDURE

A grievance is hereby defined as any dispute, controversy or misunderstanding which may arise from the interpretation of the specific terms of this Agreement.

Step 1. The aggrieved employee or employees must present the grievance in writing to the Unit Chair or Chief Steward and the grievance must be signed by the employee. Prior to filing the written grievance, however, the aggrieved employee or employees shall discuss the matter with the Chief in an attempt to resolve the matter informally. The Unit Chair or Chief Steward and/or the employee shall take up the written grievance with the Chief of Police and shall provide the Police Chief with a summary of the facts of the grievance.

Step 2. If the Unit Chair and/ or the employee and the Police Chief have not resolved the grievance within five (5) working days after the meeting between the grievant and/or Unit Chair, the Police Chief, the Unit Chair and/or the employee shall submit such grievance in writing to the Union Business Representative within five (5) working days after the written response of the Police Chief is due, said written response must be filed within three (3) days after the final meeting between said parties.

Step 3. The Union Business Representative, Unit Chair and/or employee shall take the written grievance up with the Town Manager or his/her designee and a meeting will be held on the grievance. Within five (5) working days after such meeting, the Town Manager shall render a written decision on the matter.

In the event that the decision of the Town Manager as rendered above is not acceptable to the Union, the Union may, within ten (10) working days from the date the response of the Town Manager is due, file a request with the Maine Board of Conciliation and Arbitration for an arbitration hearing on the matter.

The decision of the Arbitrator shall be final and binding on the parties. The Arbitrator shall be requested to issue the decision within thirty (30) days after the conclusion of testimony and final argument.

Expenses for the Arbitrator's service and the proceeding shall be borne equally by the Town and the Union. However, the Town and the Union shall be responsible for compensating outside representatives and witnesses. If either party desires a verbatim record of the proceedings, it pays for the record, and makes copies available, without charge, to the other party and to the Arbitrator.

The time limits for the processing of grievances may be extended by the written, mutual consent of the parties.

All grievances shall be initiated not later than ten (10) working days after the occurrence of the event giving rise to the grievance or first knowledge of said event, whichever shall be later.

It is expressly understood by the parties involved that all material and information of a grievance is not public information and shall remain confidential.

ARTICLE 13
SEPARATION FROM EMPLOYMENT

Upon separation, the employee shall return all issued equipment, tools, clothing and accoutrements to the Police Chief. In the event of termination, the final paycheck shall be withheld until all issued equipment is turned in.

ARTICLE 14

SENIORITY

Section 1. Two seniority lists shall be established, one for dispatchers, and one for police officers, with the employee with the greatest seniority (years of service), by classification, listed first. Seniority shall be based upon the employee's last date of permanent hire. Seniority, for the purposes of this Agreement, shall be interpreted to mean length of continuous service only, shall be a factor in matters affecting work-shift assignments, and shall be the governing factor in all matters affecting layoff and recall, provided all other qualifications are equal.

Section 2. In the event it becomes necessary for the Town to lay off employees for any reason, employees shall be laid off in the inverse order of their seniority, by classification. All affected employees shall receive thirty (30) days advance notice of layoff, and the Town shall meet with the affected employees prior to the actual occurrence of layoff. Employees shall be recalled from layoff according to their seniority. No new employees shall be hired until all employees on layoff status have been afforded recall notices to their last known address by certified mail.

Section 3. The seniority lists shall be brought up to date on January 1st of every year and immediately posted thereafter on bulletin boards for a period of not less than thirty (30) days, and a copy of same shall be sent to the Union and to the Unit Chair within thirty (30) days after the consummation of this Agreement and on each January first (1st) thereafter. Any objection to the seniority lists, as posted, must be reported to the Town within ten (10) days from the date posted or it shall stand as accepted.

Section 4. All permanent job openings and/or vacancies which the Town intends to fill shall be posted for a minimum of five (5) days by the Town as soon as such opening and/or vacancy becomes available. This provision shall also apply to temporary job openings that are likely to last thirty (30) or more calendar days.

ARTICLE 15
JOB DESCRIPTIONS

The Police Chief shall formulate job descriptions for the Winthrop Police Department in cooperation with the Labor / Management Committee. The Chief shall prepare a first draft of the job descriptions for review and discussion by the Committee, subject to a final review by and approval of the Town Manager.

ARTICLE 16

WORKWEEK

The basic departmental workweek schedules in force for Patrol Officers and Dispatchers on the effective date of this Agreement shall consist of a non-standard work week made up of 12 hours per day, totaling 80 regular hours per pay period, and shall not be changed without the employer discussing such changes with the Union and no such changes shall be made in an arbitrary and capricious manner. Any changes will be posted and all employees affected by such change will be notified, in writing, at least fourteen (14) calendar days before the effective date of the change in schedules. Schedules shall be posted at least seven days prior to the starting date of a schedule.

The following hours shall be included in the computation of total hours for overtime purposes: holidays, vacation time, sick time, bereavement leave and jury duty. Overtime shall be paid at the rate of one and one-half (1 1/2) times the hourly rate for all hours outside their normal schedule hours.

For purposes of this entire Agreement, a "day" for holidays, vacation time, sick leave, bereavement leave, and jury duty, shall be defined as twelve (12) hours both for use and for accrual purposes.

Any unscheduled hours with the exception of the float shift shall be offered to a bargaining unit employee first. If a bargaining unit employee is not available, then the employer can call on reserves. Unscheduled hours shall be defined as, those hours that become available after the posting of the schedule. Work time which becomes available after the posting of the work schedule and which is expected to be of more than a three-day duration shall not be considered to be unscheduled hours. Posted schedule is defined as being publicly posted 6 weeks ahead of the current date. Un-posted schedule is defined as anything outside of 6 weeks of the current date. The employer shall have the option of calling upon either a bargaining unit employee or reserves for any hours beyond the first three days. Scheduled hours may be offered to either bargaining unit employees or to reserves at the discretion of the Police Chief or their designee. Scheduled hours shall be defined as those hours that are available prior to the posting of the work schedule.

Overtime shall be offered to regular employees of the bargaining unit by seniority by the wheel-rotational method. The wheel rotation method is only used if 2 or more employees offer to work the shift, in which the more senior employee is granted the overtime and loses their spot in the overtime rotation. If only 1 employee offers to work the shift, that employee will be given the overtime shift and will NOT lose their spot in the overtime rotation.

If all are unavailable or otherwise refuse, a reverse wheel rotation will be utilized to determine the next employee to be ordered in. This rotation will start with the most junior employee being ordered in and then being moved to the top of the rotation and not forced again until all other employees have been forced.

Once an employee is scheduled to work overtime, management may not change such scheduled overtime without the consent of the employee.

ARTICLE 17

WAGES

Wages shall be based upon the following schedule of steps and hourly rates for Police Officers and Dispatchers during the period from July 1, 2025 through June 30, 2028.

See Wage Chart years (Appendix A). Year 1 pay increases shall only take effect upon full ratification by both parties, and Members shall not receive any retroactive pay for all

APPENDIX A WAGE SCALES

		1.03	1.04	
PATROL		7/1/2025	7/1/2026	7/1/2027
Step 1	0-1 Year	\$26.96	\$27.77	\$28.88
Step 2	1-2 Years	\$28.05	\$28.89	\$30.05
Step 3	2-3 Years	\$29.45	\$30.33	\$31.55
Step 4	3-5 Years	\$30.92	\$31.85	\$33.12
Step 5	5-7 Years	\$32.98	\$33.97	\$35.33
Step 6	7-10 Years	\$34.59	\$35.63	\$37.05
Step 7	After 10 Yrs.	\$36.30	\$37.39	\$38.88

		1.03	1.04	
DISPATCH		7/1/2025	7/1/2026	7/1/2027
Step 1	0-1 Year	\$23.07	\$23.76	\$24.71
Step 2	1-2 Years	\$24.23	\$24.96	\$25.96
Step 3	2-3 Years	\$25.37	\$26.13	\$27.18
Step 4	3-5 Years	\$26.64	\$27.44	\$28.54
Step 5	5-7 Years	\$28.46	\$29.31	\$30.49
Step 6	7-10 Years	\$29.87	\$30.77	\$32.00
Step 7	After 10 Yrs.	\$31.27	\$32.21	\$33.50

The Dispatch Supervisor shall be paid an hourly rate of 5% above the highest step for Dispatch. Detective Corporals shall be paid an hourly rate of 5% above the highest step for patrol officers. Detectives shall be paid at an hourly rate of 3.0% above their current hourly pay rate. Sergeants shall be paid an hourly rate of 10% above the highest step for patrol officers. The rate of pay stated above for Detective Corporals and Sergeants is intended to include compensation for taking technical supervisory calls while off duty. The employee assigned to perform IT duties for the department shall be paid at an hourly rate of 3.0% above their current hourly pay rate. Employees working hours between 12 midnight to 8:00 AM shall receive a shift differential of \$1.00 per hour.

The Town may hire new employees at any salary step except the highest step provided the new employee is Academy certified and has experience which is deemed appropriate by management, and provided that a new employee is not hired at a step above an existing employee with similar experience.

Police officers performing duties at special functions or details (not to include OUI details) shall be compensated for said duty at an hourly rate of \$75.00 per hour. Officers shall receive a minimum of four hours pay for such duties. This provision shall not be retroactive. Special functions or duties shall be offered to regular employees of the bargaining unit by seniority by the wheel-rotational method. If all refuse, the employer may call upon any available personnel.

Stipends:

- Employees performing the FTO duties shall be paid an additional \$1.00/hour while performing such duties.
- Employees performing the "Use of Force" Officer duties shall be paid an additional \$1.00/hour above their base hourly pay.
- The employee performing TAC duties shall be paid an additional .25/hour above their base hourly pay.
- The Canine Officer shall be paid an additional \$1.00/hour above their base hourly pay.

Whenever an employee uses his or her personal vehicle for training sessions or other job-related activities required by the Town, mileage shall be reimbursed at the same rate paid by the State. In order to be eligible for reimbursement for use of personal vehicles, employees must first seek the availability of a town vehicle and obtain approval in advance from a supervisor to use a personal vehicle for training or job-related activities.

Cell phone stipend: Patrol officers who carry a personal cell phone that is used for official police duties shall be reimbursed \$300 per year (\$25/month) for such usage, payable on the first payroll after July 1st each contract year. The employee must provide written bills prior to payment.

BACK-UP CALL

When there is only one officer working and there is a need for a back-up call person, the Town may call upon qualified unit members to take call. Call duty shall be voluntary and no unit member may be ordered to take call duty. While on back-up call duty the officer will be available for call and restricted to twenty (20) miles from the Winthrop Police Department building. The officer will be provided the use of a departmental vehicle while on call. While on call the back-up duty officer will remain "Fit for Duty" as defined pursuant to the Winthrop Police Department Standard Operating Procedures (S.O.P.) manual. The back-up duty officer will be paid at the following hourly rates while on call: \$7.00. The back-up duty officer will be paid one and one-half (1 ½) times the on-call rate (\$10.50) while on call on a holiday. If the Officer is called out to back-up another officer while on call he or she will be paid "call-back-pay" in accordance with the agreement between the Town and Union. If a unit member is unavailable to take back-up call duty, it will be the responsibility of the Town to provide a qualified person to cover the back-up call.

DIRECT DEPOSIT

All employees covered by this Agreement shall be paid all wages due under this Agreement by direct deposit to a financial or banking institution of their choice. Within fifteen (15) calendar days after this Agreement is ratified, all employees are required to take all necessary steps and provide the Town with all necessary information in order to proceed with direct deposit. Upon receipt of such information, direct deposit shall begin on the next regular pay period.

ARTICLE 18

CALL BACK TIME

The employees called back to work shall receive a minimum of four (4) hours pay at the rate of one and one-half (1 1/2) times the hourly rate for the work for which they are called back. All hours in excess of four (4) hours shall also be compensated at one and one-half (1 1/2) times the hourly rate. The four (4) hour minimum pay requirement shall not apply in situations where an employee is called in early prior to a shift, is requested to stay late after a shift, or is called back for failure to complete the requirements of the shift. Only the Chief or his/her designee may authorize call back time.

ARTICLE 19

HOLIDAYS

Section 1. The following holidays shall be observed as holidays by all regular employees in the bargaining unit:

New Year's Day	Juneteenth
Martin Luther King Day	Independence Day
President's Day	Indigenous Peoples' Day
Patriot's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Labor Day	Day after Thanksgiving
	Christmas Day

Section 2. All employees when not scheduled to work the holiday shall receive pay for said holiday.

Section 3. Work performed on holidays shall be paid at one and one-half (1 1/2) times the hourly rate in addition to the holiday pay.

Section 4. To be eligible to receive pay for a particular holiday, all employees shall fulfill the following requirement. The employee shall have been employed for a period of thirty (30) calendar days immediately preceding the holiday.

ARTICLE 20

VACATIONS

Vacation leave may be accumulated to a maximum of thirty-five (35) days and shall be earned according to the following schedule, commencing on the employee's anniversary date of hire:

SERVICE TIME

VACATION ENTITLEMENT

0 to 5 years	144 hours per fiscal year
6 to 15 years	180 hours per fiscal year
16+ years	216 hours per fiscal year

Vacation leave may be taken at the time of the employee's choice with the approval of the Chief of Police.

New certified dispatchers, and patrol hires who hold a "Blue Pin" shall, upon hire, receive vacation time commensurate with their relevant experience.

Upon termination of employment with the Town of Winthrop for any reason, the employee or his/her estate, in the event of his/her death, shall be paid for any unused vacation leave at the employee's current hourly rate.

Vacation requests shall be considered on a seniority basis provided such request is submitted no later than April 1st for the succeeding twelve (12) month period.

All other vacation requests during that twelve (12) month period may be granted on a first come, first served basis.

Vacation requests made for outside of 60 days of the date of request will be granted and the time filled by using an "order in rotation" which is defined the same as the "wheel rotation" method (previously defined in Article 16.)

Vacation requests made for within 60 days of the date of request will only be granted if another officer(s) signs up for the requested time, or the requester finds their own coverage. No request for vacation time of more than two (2) consecutive days made after the posting of the schedule will be granted unless emergency circumstances are demonstrated to the satisfaction of the Chief of Police.

At no time shall more than two employees of the same classification be granted the same vacation period, except that a second employee of the same classification may be granted the same vacation period upon approval of the Chief and provided that reserve officers may be used to fill the vacancy caused by the second vacation absence.

ARTICLE 21

SICK LEAVE

Section 1. General Provisions. Sick leave may be accumulated to a maximum of ninety (90) days and shall be earned at the rate of one (1) day per month.

One additional day of vacation shall be awarded to an employee who completes twelve (12) consecutive months without using any sick leave.

Sick leave may be used for illness, necessary medical or dental care, for FMLA-qualifying purposes, or other disability of the employee. Additionally, up to five (5) days of accrued sick leave may be used each calendar year by the employee for family illnesses (including a domestic partner) or related medical care needs. For the purpose of this Article, a domestic partner is defined as either: 1) an individual who has qualified as a domestic partner under one or more of the Town's employee benefit plans; or 2) an individual who has completed an Affidavit of Domestic Partnership in the form attached as Appendix A.

When ninety (90) days have been accumulated, no additional sick time shall be earned thereafter until such time as fewer than 90 days are accrued and unused.

A medical exam or doctor's certification may be required at the employer's expense for use of sick leave for three (3) or more consecutive days, or because of repeated absences.

It shall be the duty of the employee to notify the Chief of Police of the employee's prognosis if he/she is to be absent from work longer than three (3) days.

Sick Leave Payout Upon Separation in Good Standing. Employees hired prior to July 1, 2025, who separate in good standing and have continuous employment with the Town shall be paid out for one-half (1/2) their accrued and unused sick leave.

Employees hired after July 1, 2025, who separate in good standing and have continuous employment with the Town shall be paid out for their accrued and unused sick leave as follows:

- Zero to 10 years - none
- 11 to 15 years - 25%
- 16+ years - 50%

In accordance with MPERS rules, up to 90 days of accrued sick time may be used to satisfy eligibility rules for retirement. Should MPERS amend its rules regarding use of accrued sick time, the parties agree that this provision shall automatically be amended to conform with the MPERS rules.

Section 2. Sick Leave Bank. The employer will cooperate in the establishment of a voluntary sick leave bank (the "bank"). Any employee of the Department is eligible to participate. The sick leave bank shall be managed by the labor/management committee of the Winthrop Police Department.

To enroll in the bank for any given year, an employee must donate one (1) day of sick leave to the bank within two (2) months of the commencement of the employee's employment for that year. No more than one (1) day of sick leave per year may be contributed by each employee. A person withdrawing from membership in the bank will not be able to withdraw contributed days. The Town finance department will administer records pertaining to the bank.

An employee shall have used all of the employee's sick days and all but five (5) days of the employee's vacation time prior to withdrawing days from the bank. A doctor's certificate will be required as a prerequisite to withdrawing days from the bank. Persons withdrawing sick leave days from the bank will not be required to replace those days except as a regular contributing member to the bank.

Upon written request and approval of the Labor / Management Committee, a member may draw a maximum of forty-five (45) days of sick leave from the bank in any calendar year.

The maximum accumulation of sick leave bank days in the bank shall be one hundred eighty (180). Sick leave days in the bank at the end of one year will be carried forward to the next year. If in any calendar year the number of days in the bank reaches 180 as a result of employee contributions to the bank, no further additions to the bank will be made during that calendar year, and any sick leave days in excess of 180 contributed by employees as contributing members will be cancelled and will not be carried forward from one year to the next.

Section 3. Family Sick Leave. In addition to the five (5) days of family sick leave provided in Section 1 and subject to the prior approval of the Chief, accrued leave may be used by the employee for family illness of immediate family member (as defined in Article 25, including a domestic partner) or related medical care needs, provided that the employee has no more than five (5) days of available vacation time.

Section 4. Family and Medical Leave. Employees of the Town are eligible to take up to 12 weeks of unpaid family medical leave within any 12-month period to fulfill family obligations related to childbirth, adoption, or placement of a foster child; for their own serious health condition; or to care for a child, spouse, or parent with a serious health condition. A serious health condition means an illness, injury, or impairment, or physical or mental condition that requires continuing treatment by a healthcare provider or involves inpatient care in a hospital or other medical facility. During a family medical leave, employees must use their accrued sick leave (if use of sick leave is appropriate) and all but four weeks of their vacation time. Employees should request family medical leave at least 30 days in advance unless that is not possible. In cases where 30 days' notice is not possible, requests should be made as soon as possible. Employees requesting family medical leave may be required to submit a medical certification from a health care provider. Employees returning from family medical leave for their own illness or injury are requested to provide at least two weeks' notice of the date they intend to return to work and will be required to provide written certification from their health care provider of fitness for duty.

Earned Paid Leave (EPL)

Employees may use up to forty (40) hours of accrued leave per calendar year for the purposes set forth in the Maine Earned Paid Leave Law, including sick, vacation, bereavement, personal and comp time leave.

Maine Paid Family and Medical Leave (PFML)

The Maine Paid Family and Medical Leave (PFML) law rules and payroll withholdings began on January 1, 2025. The contribution per Town employee is 1.0% of an individual's wages, split equally between the employee (0.5%) and the Town (0.5%). If the contribution level is increased by the State of Maine, either by law or by rulemaking, any such increase shall also be equally split between the Town and the employee.

Benefits are scheduled to become available on May 1, 2026. The eligibility and usage requirements for PFML are set by the State of Maine. All such requirements shall be incorporated by reference into this Article. To the extent the eligibility and usage requirements for PFML are amended in the future, or affected by rulemaking, those changes will also be incorporated by reference.

ARTICLE 22
LEAVE OF ABSENCE

Section 1. Leave of Absence Without Pay (Non-FMLA leave*). Each "permanent full-time employee" may be granted leave of absence without pay from the employee's regular employment. Request for same shall be made in writing to the Chief of Police at least one (1) week in advance. The request must be reasonable and for a justifiable cause. Requests shall be subject to approval or disapproval of the Chief of Police.

Section 2. Leave for Union Officers. A total of 4 days per year shall be allowed for attendance at union training, conventions or functions, which days shall be shared by Union Officers.

Section 3. The employees must make suitable arrangements for continuation of Health insurance and Pension payments before the leave as may be approved by the Town.

Section 4. The Town recognizes the 12 months prior to the commencement of an employee's FMLA leave as the 12-month period utilized for the purpose of Family Medical Leave and allows its employees to use their accrued benefit time at their option with notification to the employer.

* If the purpose of the leave of absence also qualifies as FMLA leave, the requirements of Article 21(4) shall be applied.

ARTICLE 23
MILITARY SERVICE

Employees with permanent status who are members of the National Guard or other military reserves shall be given leave with any negative difference in pay being covered by the Town when engaged in field or coastal defense training authorized by the Governor or by the National Defense Act. Request for such leave must be accompanied by a copy of military orders.

ARTICLE 24
COURT TIME PAY

Any employee covered by this Agreement who is required to attend Court outside of the employee's regular work shift shall receive a minimum of four (4) hours at one and one-half (1 1/2) times the employee's applicable hourly rate for such attendance, provided, however, that any and all fees, compensation or allowances to which any officer is or would be entitled to for such Court time, as provided for by statute or Court order, shall be turned over and paid to the Town and not retained by the employee .. Included in the minimum time is one-half (1/2) hour for travel. When such Court attendance exceeds four (4) hours in duration, the employee shall receive compensation for the full duration of the Court time at one and one-half (1 1/2) times the applicable hourly rate for such attendance. When an employee uses that employee's own vehicle, said employee shall be compensated for mileage at the rate paid to other Town employees. The employee must first seek the availability of a town vehicle and obtain approval to use the employee's own vehicle from a supervisor. No Court time shall be allowed to any employee who has been notified that the employee's presence is not needed prior to the end of the employee's shift on the day preceding a scheduled Court attendance. Court time shall not be included in the time-worked calculation.

ARTICLE 25
BEREAVEMENT LEAVE

In the event of death in the immediate family of an employee, the employee shall be entitled to up to five (5) consecutive work days' leave of absence with full pay to make household adjustments and to attend funeral services with consent of the Chief of Police or the Chiefs designee. "Immediate family" is hereby defined to include spouse, children, stepchildren, parents, siblings, step-parents, step-siblings, mother-and father-in-law, grandparents, grandchildren, and legal guardian or ward.

In the event of a death of any other person, the employee shall be entitled to two (2) work days off with pay to attend the funeral with consent of the Chief of Police or the Chief's designee.

In the event of a death that occurs during the winter months where the burial is delayed, the employee may take up to nine (9) months to take leave.

ARTICLE 26

INSURANCE

The Town shall provide Workers Compensation coverage, O.A.S.I. coverage and Health Insurance coverage as is provided to other Town employees, under like terms and conditions, to all members of the bargaining units. The Town shall provide Health Insurance through Maine Municipal Employees Health Trust as follows: Hospitalization benefits, physician's benefits and major medical benefits through the POS 200 Plan (Baxter Plan).

Ninety percent (90%) of the cost of the employees' health insurance shall be borne by the Town. The Town shall also pay sixty-five percent (65%) of the cost of dependent coverage for any employee who elects such coverage during the term of the contract. Additionally, during the term of the contract, the Town shall reimburse employees for healthcare expenses subject to the \$200 annual deductible per employee or employee's dependent.

The Town shall continue to provide the current dental insurance program for employees for the term of this Contract and shall bear the cost of same. No percentage of dependent coverage for the dental plan shall be provided by the Town.

The Town will sponsor a flexible benefits plan pursuant to Section 125 of the Internal Revenue Code which will allow eligible employees the option of contributing pre-tax wages to the plan for the purpose of paying the employee's portion of any health insurance on dependent family members that might be selected by the employee. The flexible benefits plan also will allow eligible employees the option of contributing pre-tax wages to the plan so that money will be available to reimburse the employee for certain qualified health-related expenses that are incurred by the employee and dependent family members and are not covered under the Town's medical insurance plan.

Initially, the Town will provide the record keeping services necessary to administer the flexible benefits plan. The Town may, at its option, elect to employ an outside firm as a third-party record keeper to provide these services. If an outside firm is retained by the Town, then the Town's obligation to continue to sponsor the plan will end if the Town ever determines, in its best judgment, that the level of employee participation in the plan is so low that it does not justify the employer's cost of maintaining the plan. To the extent permitted under applicable law, any administrative fees or costs which may be incurred as a result of employing an outside record keeping firm shall be borne either by the employee accounts in the plan or directly by the employees who elect to participate in the plan.

The Town's agreement hereunder to establish a flexible benefits plan and to provide certain employee benefits through the plan shall not require the Town to establish an employee benefits arrangement that does not comply in all respects with all of the eligibility, nondiscrimination and other legal requirements imposed on flexible benefit plans by the Internal Revenue Code, the Employee Retirement Income Security Act and other applicable law.

Payment in lieu of Town insurance

To the extent permitted by the Town's Health Insurance Plan (the Plan), employees who are currently covered under the Town's Plan and who provide written proof that they are covered under another person's health care plan, may request that (1) they waive coverage under the Town's Plan, and (2) receive an annual payment of \$5,000.00. This payment shall be paid on a pro rata hourly basis over the course of each fiscal year. Employees must provide the Town with written proof of alternate coverage annually, and shall notify the Town immediately upon any lapse or change in the alternative coverage.

If an employee and spouse both work for the Town, one must elect coverage under the other spouse/employee's Town insurance in order to be eligible for the "payment in lieu" amount. If an employee and their child (under age 26) both work for the Town, the child/employee may elect coverage under the parent/employee's Town insurance in order to be eligible for the "payment in lieu" amount.

ARTICLE 27

RETIREMENT

The Town agrees to be a participating local district in the Maine Public Employees Retirement System (MainePERS). The Town agrees to furnish to all eligible full-time employees the MainePERS retirement plan known as Special Plan 2C for Police Officers and for Dispatchers. The employee contribution to the retirement plan shall be made through payroll deductions.

The Town and the Union shall take all necessary and required statutory and contractual steps with MainePERS (including sharing equally in the cost of any actuarial studies) to allow Police Officers to join Special Plan 3C on July 1, 2026. Upon completion of those steps, current Police Officers may make a one-time election, on and after July 1, 2026, to join Special Plan 3C. New Police Officers hired after July 1, 2026, shall also be eligible to make a one-time election to join Special Plan 3C. Police Officers who elect to join Special Plan 3C shall receive no monetary participation from the Town in or for the purchase of any other retirement credits from MainePERS. The Town's monetary participation in both Special Plan 2C and Special Plan 3C will be solely limited to its statutory obligation to pay its contributory share of the retirement amount as set by MainePERS annually.

GROUP LIFE INSURANCE

BASIC Plan = \$1,000 of coverage for each \$1,000 of annual salary.

SOCIAL SECURITY

All employees of the Town shall contribute to the Social Security System on a cost-sharing basis with the Town. The percentage of premium is periodically subject to change by Federal law and any increases in deductions shall be automatic. Contributions by the employee shall be through payroll deductions.

ARTICLE 28

EXTRA-HAZARDOUS INJURIES

Employees covered by this Agreement who are injured on the job while performing extra-hazardous duties, shall receive, in addition to compensation paid by or payable under the Workmen's Compensation Act, an amount sufficient to bring them up to full net salary while 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: "Any injury sustained in any situation in which the unit employee is exposed to conditions not confronted by the average Winthrop Town employee."

ARTICLE 29
COMPLAINTS BY TOWN OFFICIALS AGAINST
OFFICERS AND DISPATCHERS

Any person either elected, appointed, or otherwise serving as an official of the Town and having no administrative authority over the employees of the Town, shall not confront, coerce, harass or threaten any employee of this bargaining unit, and furthermore will not intimidate or attempt to intimidate any employee with his/her influence or his/her vested powers as a Town official. Complaints lodged by Town officials against Officers and Dispatchers shall follow the same guidelines as stipulated in Article 29A.

ARTICLE 29A

COMPLAINTS BY CITIZENS AGAINST

OFFICERS AND DISPATCHERS

It shall be one of the duties of the Chief of Police to administer the discipline of the Department in all its aspects. All complaints by citizens against the Department, or employees of the Department in the performance of their duties shall be directed to the Chief of Police for review, investigation, and action. Should it be determined by the Chief that action against an employee should progress to the level of an official administrative hearing to determine the possibility of punitive action that may require suspension or dismissal; then the Chief shall arrange for a hearing which shall proceed within the guidelines in effect at that time as established by the Maine Municipal Association.

1. Only written and signed complaints shall be brought to the attention of the Chief for review and investigation, and this shall be done within ten (10) normal working days of the incident. The ten (10) day period is not to apply to allegations of criminal activity and to situations where the complaining party can offer a reasonable excuse as to an inability to file a written complaint within the ten (10) day period.

2. Immediately upon receipt of such complaint, it shall be forwarded to the Chief.

3. If the complaint is against an employee(s), the Chief shall immediately provide the employee(s) with a copy of the complaint.

4. Within three (3) days of the receipt of the complaint, the Chief shall acknowledge, in writing, to the complainant, such receipt.

5. Within fifteen (15) days of the receipt of a complaint, the Chief shall determine if the complaint will be resolved informally by his office, or if it is to be handled through an official administrative hearing.

6. An employee may at any time, after receiving his/her copy of the complaint, request an administrative hearing.

7. Administrative hearings must be conducted under the conditions set forth in 1 M.R.S.A. Section 405.

8. After investigation of the complaint, the Chief may take any necessary disciplinary action against the employee(s), if warranted.

9. If the employee does not agree with the disciplinary action taken, he/she may appeal to the grievance procedure, commencing at the Town Manager level.

ARTICLE 30
IDENTIFICATION FEES

Should the Town find it necessary to require employees to carry or record full identification, such requirement shall be complied with by the employees. The cost of such personal identification shall be borne by the Town.

ARTICLE 31

UNIFORMS

All uniforms, clothing, footwear, equipment and protection devices, including protective vests, as needed and required to be worn or carried, shall be furnished by the Town. The Town shall provide for the cleaning of two uniforms per week for each officer and shall provide for one annual cleaning of each officer's winter coat. The Chief shall designate the laundry facility where the cleaning shall take place.

Detectives shall be reimbursed up to \$300.00 per year upon presenting receipts for the purchase of approved clothing.

The Town will replace, at the Town's expense, worn out or otherwise damaged uniforms or equipment issued by the Town. The cost of uniforms or equipment lost or damaged by misuse or abuse must be paid by the employee up to \$100.00.

Each member of the bargaining unit shall be reimbursed for the replacement cost of personal effects that shall be damaged, destroyed, or lost in the performance of duty, providing such damages, destruction, or loss and satisfactory evidence thereof is reported within twenty- four (24) hours of actual knowledge thereof. Personal effects are limited to the following:

- a. Prescription Glasses, Contact Lenses;
- b. Plain wrist watch (inexpensive);
- c. Wedding Ring (band);
- d. Sunglasses (inexpensive);
- e. Medic Alert Bracelet or Necklace.

ARTICLE 32
DRUG TESTING

Police Officers can be ordered to take a drug test at any time subject to a policy to be implemented pursuant to State and Federal law following approval by the Maine Department of Labor.

ARTICLE 33

NON-DISCRIMINATION

Section 1. The Town and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, national origin, handicap, pregnancy, marital status, or age nor will they limit, segregate or classify employees in any way to deprive any individual employee of Town opportunities because of race, color, religion, sex, national origin, pregnancy, age, handicap or marital status.

Section 2. The Town and the Union agree that there will be no discrimination by the Town or the Union against any employee because of any employee's lawful activity and/or support of the Union.

ARTICLE 34

VEHICLES AND SAFETY

1. All vehicles henceforth purchased for regular use by Police Officers shall be purchased by the Town as police package vehicles and shall be equipped with all necessary police equipment which the Town deems required in the performance of duty. Equipment shall include emergency lights, electronic siren, spotlight, two-way radios and other such emergency equipment.
2. Police Officers shall immediately report all defects of equipment or needed repairs to the Chief. A suitable form provided by the Town shall be utilized for the reporting of defects of equipment. The Chief shall determine the action to be taken with respect to continued use of the vehicle.
3. A Police Officer shall not be required to operate or use a duty connected vehicle that the Chief determines is not in safe operation condition. Any vehicle not in safe operating condition shall be repaired at the direction of the Chief and to be inspected by a qualified mechanic for evaluation of the problem or for repair.
4. Concept "Take Home Car" Program: See attached "Take Home Vehicle Program" Policy.

Winthrop Police Department

Honor, Integrity, Service to Others & Excellence



Subject:	Take Home Vehicle Program	Policy #	A-43
Effective Date:	August 5, 2025	Review Cycle:	2 Years
Distribution:	All Sworn Personnel	# of pages:	4
MLEAP:	N/A		
	<i>Rescinds All Previous Policies Related To This Current Policy</i>		
Issuing Authority:	Chief of Police Paul A. Ferland		

I. POLICY

It is the option of the Chief of Police to assign a vehicle to an officer when the Chief of Police deems it necessary for officer's work assignments. An assigned vehicle may be withdrawn at any time by the Chief of Police. The use of an assigned vehicle is governed by the provisions of this policy and any collective bargaining contract in place at the time of use. If a provision of this policy conflicts with a contract provision, the contract provision shall govern.

II. PURPOSE

The purpose of this directive is to establish rules for the use of individually assigned (take home) vehicles by full-time law enforcement officers of the Winthrop Police Department.

III. DEFINITIONS

Take home vehicle: A take home vehicle is a department owned vehicle, automobile or motorcycle, which is authorized by the Chief of Police to be taken home and operated under the conditions allowed in this policy.

Always on call: Law enforcement "always on call" means a law enforcement officer that is expected to respond to an after shift call to report to duty a location other than the regular work site. The after-shift call can be, but is not limited to, a call or contact from a citizen, Winthrop Dispatch, and/or Supervisor, that requires immediate action from the law enforcement officer, to respond to provide public assistance. This response can be, but is not limited to, to prevent loss of life, to reduce bodily injury, to prevent or reduce loss of property, or to respond to a crime scene. The law enforcement officer has no prior knowledge of when a call to duty may occur, what the call to duty may involve, nor the reporting location of the call to duty. Law Enforcement Officers with take home vehicles shall take backup call per the union contract distance requirements.

IV. DISCUSSION

The Winthrop Police Department has implemented a program of assigning police vehicles that may be used to commute to and from work. The program is intended to accomplish the following goals that will benefit the public, town and police department:

1. Improve response time for off-duty officers when mobilized for an emergency, or other event;
2. Promote the security and well-being of the citizens of Winthrop by increasing the number and presence of police vehicles on the streets, highways and within neighborhoods of the Town;
3. Promote police community relations by increasing the number of personal contacts and services performed by the department and its personnel;

4. Reduce the opportunity for criminal activity by creating an omnipresence of police vehicle's throughout the community;
5. Enhance response time to priority calls while increasing the probability for criminal apprehension or safe and peaceful incident resolution;
6. Enhance the level of vehicle performance and appearance through a scheduled preventative maintenance program;
7. Reduce vehicle per-mile maintenance costs;
8. Reduce annual mileage per vehicle while increasing life expectancy of vehicle;
9. Provide incentives for retention and recruiting of law enforcement officers;
10. Improve the department's participation in criminal, civil and traffic related grant programs;
11. Improve the department's readiness in regional mutual aid requests, teams and events;

V. PROCEDURES

- A. Law enforcement officers that currently reside in conformance with the employee residency driving distance of 20 road miles of the Winthrop Town Hall can be allowed into this program. The take home car program and any future residency move shall not be greater in driving miles than the current, in compliance, physical residency of any law enforcement officer participating in the take home car program as of the issuance of the policy. A cost sharing arrangement between the Town and the Employee may be instituted at any time after the Chief evaluates the additional travel expenses that are beyond the 30-mile driving distance authorized in this policy.
- B. It is the policy of the Winthrop Police Department to maintain an individual vehicle assignment program for full-time sworn law enforcement officers who reside within a 20-mile distance (based on actual driving distance) of the Winthrop Police Department Building.
 1. Participation in the Individual Vehicle Assignment program is a voluntary benefit extended to non-probationary, full-time police personnel and is contingent upon vehicle availability and location of primary residence that is most beneficial to the Winthrop Community. The police chief may consider non-probationary participation.
 2. Currently, only law enforcement officers living within a 20-mile distance (based on actual driving distance) of the Winthrop Police Department Building are eligible for marked vehicle assignment or detective vehicle assignment. When an employee who is assigned a take home vehicle ends their residency requirement by moving beyond the 20-mile driving distance radius, the employee shall immediately notify the Chief of Police.
 3. Marked and unmarked vehicles assigned to employees are authorized for use in the furtherance of the Law Enforcement Officer assignment and responsibilities including, transportation to and from work, court, extra duty work assignments and approved training. Travel outside of the prior listed exceptions is prohibited without prior approval from the Chief or designee. Driving an assigned vehicle to the police department, off-duty, for minor or unrelated job assignments that can be completed during an officer's regularly scheduled working hours is prohibited unless prior approval is received from the Chief or designee.
 4. Employees are authorized to use their assigned vehicle to and from work. Employees may make limited stops at business locations while in route to their home or work consistent with other departmental policy.
 5. The Chief of Police retains the right to make the final decision on all matters related to eligibility assignment, retention and use of all take-home vehicles.
 6. All department take home vehicles will be driven in a safe and proper manner, with the driver, acting in full compliance with all traffic laws and regulations.
 7. The assigned vehicle program can be rescinded at any time.

8. Law Enforcement Officers shall sign on and off with the Winthrop Dispatch Center anytime they leave or arrive at home or the police station. This can be completed by radio, phone or Mobile Data Terminal.
9. The take home vehicle can be revoked for failure to comply with the provisions of this policy or when violating the vehicle operations policy.
10. The take home vehicle can be revoked for a change in job assignment, duties or responsibilities such that a take home vehicle is no longer justified.
11. The take home vehicle can be revoked in the event that the employee has had two (2) crashes/incidents within a two-year period and found to be at fault/avoidable. The crashes can be reportable or non-reportable crash damage incidents.
12. The take home vehicle can be revoked if the employee fails to maintain a valid driver's license.
13. The take home vehicle can be revoked if the employee has violated departmental drug/alcohol policy.
14. The take home vehicle can be revoked as a result of disciplinary action.
15. The take home vehicle can be revoked when it is in the best interest of the Town of Winthrop as determined by the Chief of Police.
16. The Town assumes no responsibility or obligation to pay for any citations issued for moving or parking violations. All fines and cost associated with any citation are the responsibility of the employee.
17. If an employee is using a take-home cruiser and the employee handles or helps with an incident anywhere, the minimum of 4 hours of call back overtime does not apply unless authorized by the Chief or designee.
18. Cruiser Availability - If an assigned cruiser is needed for anything, the issued officer will assist in the movement of the cruiser without being compensated for 4 hours of call back overtime. Some Scenario's – vehicle/equipment maintenance, cruiser availability for others to use. All efforts will be made to pre-plan any maintenance or changes.
19. Employees must be willing to work with the Town relating to the issuance of take home cruisers and its impact on expending overtime for things that we cannot or have not foreseen with this program.
20. It is the employee's sole responsibility to provide their own transportation to and from work or other work responsibilities if no take home vehicle is available.

VI. Use of Assigned Vehicles

- A. Assigned vehicles are not to be used for personal business if the law enforcement officer resides beyond the 20-mile driving distance limit. LEO's residing within the limit may use vehicles on a limited off-duty basis with the approval of the Chief of Police and any approval should be to the benefit of the community.
- B. Employees shall not transport any alcohol or marijuana/THC in their assigned vehicle, except for official duty.
- C. Employees using a take-home vehicle are not entitled to claim time spent traveling to and from work as "on-duty time" unless they must perform a police function.
- D. Only the assigned officer or other authorized department employees are permitted to operate assigned vehicles.

- E. Law Enforcement Officers may not make traffic stops while outside their jurisdiction except for violations authorized by Maine Law for observed hazardous moving violations that jeopardize public safety.
- F. Law Enforcement Officers must be properly attired when operating their assigned vehicle off-duty. Proper attire will consist of the uniform of the day or approved by the Chief of Police.
- G. Law Enforcement Officers are required to have their issued sidearm, police identification, portable radio, body armor, body camera, taser, police jacket or police traffic vest and handcuffs in their possession and readily available when operating their assigned police vehicle. In the event a police action is taken, the LEO shall have their badge visibly displayed so as to be readily identified as a Winthrop Police Officer.
- H. Law Enforcement Officers who will be on any type of leave from the department shall be given direction by the Chief of Police or designee on where to park their vehicles. The LEO shall also make sure any vehicle is available during any leave.
- I. No firearms will be left within the vehicle for extended periods of time, during off duty hours, (unless secured in gun lock or trunk) or when the vehicle is being repaired or serviced.
- J. All employees and/or passengers occupying any seat of the Police Department vehicle, will wear a seatbelt at all-times, whether on or off duty.
- K. Law Enforcement Officers participating in the program are subject to call outs.
- L. Any employee on light-duty or suspension is not authorized a take-home vehicle. The Chief of Police or designee has the discretion to reassign a take home vehicle while the employee is out on suspension, light duty or at any time.
- M. At any time, the Chief of Police or designee may reassign a take home vehicle due to vehicle shortage, budgetary constraints or for any reason.

VI. Maintenance Regulations:

- A. Law Enforcement Officers participating in the program shall be fully responsible for the general maintenance and proper care of the vehicle. They shall refrain from:
 - 1. Making minor adjustments or adding anything to the inside or outside of the vehicles without written authorization from the Chief of Police.
 - 2. Altering the body, design appearance, marking or mechanical or electrical systems.
 - 3. Making any repairs or having any repairs made to the vehicle without prior approval.
 - 4. Adding equipment, which is not department owned or supplied.
- B. The law enforcement officer will be responsible for the appearance and cleanliness of the vehicle, both interior and exterior. The vehicle shall be kept clean at all times and subject to frequent supervisor inspections.
- C. Damage of any type to the vehicle will be reported to the Chief of Police immediately and per departmental policy.
- D. Willful negligence on the part of officers in the care or operation of vehicles or failure to follow the rules and regulations will be cause for taking away vehicle assignment and privileges.

ARTICLE 35

AVAILABILITY OF AGREEMENT

The Town shall furnish each present employee with a copy of the collective bargaining agreement containing the terms and conditions of their employment.

The Town shall also furnish all new employees with a copy of the collective bargaining agreement upon completion of their probationary periods.

ARTICLE 36

DEPARTMENTAL MEETINGS

Any employee who is required to attend a departmental meeting scheduled by the Chief outside of the employee's regular work shift shall be paid at the rate of one and one-half (1 1/2) times the regular hourly rate for such off-duty attendance. There shall be a minimum of two (2) hours pay at this rate when such meetings are outside the regular work shift.

If the departmental meeting or any part thereof occurs on an employee's regular shift, said employee will only receive one and one-half (1 1/2) times the employee's regular hourly rate for the time of the meeting held outside of that employees' regular shift.

Except in the case of matters which are deemed to be emergencies by management, seven (7) days posted notice shall be provided for departmental meetings which employees are required to attend.

ARTICLE 37

TRAINING AND EDUCATIONAL INCENTIVES

Section 1. Training.

Each Police Officer must participate in a minimum of twenty-four (24) hours of police-related training each year. Each officer shall qualify in firearms at least once (1) a year. The officer will receive his or her regular salary during periods designated as training periods. In the case of dispatchers, if the Chief of Police deems it necessary, he may require dispatchers to attend appropriate training programs.

Section 2. Notice.

Seven (7) days posted notice shall be provided prior to any training sessions and whenever possible, such sessions will not be scheduled to conflict with an employee's long weekend off.

Section 3. Expenses.

All expenses for training including mileage compensation or other travel arrangements, lodging, food, tuition and equipment are to be provided or paid for by the Town either in advance or as reimbursement whenever this training is required, requested or sanctioned by the Town.

Section 4. Educational Incentive.

The Town will pay one-half tuition expenses for one (1) job related course per semester for each employee provided a grade of "C" or better is achieved. If an employee completes a job-related associates degree, the employee shall be granted a five-percent (5%) increase in base pay. If the employee completes a job-related bachelor's degree, the employee shall be granted a ten-percent (10%) increase in base pay. Employees must notify the Chief of Police in writing of plans and timelines regarding obtaining degrees and taking courses. Notification must be made by February 1st of any given year in order to obtain incentive pay for the upcoming fiscal year July 1 through June 30.

ARTICLE 38
WORKING RULES

The Town will furnish each new employee with a copy of all existing work rules upon employment and update working rules as needed. It will be the responsibility of the employee to daily read all posted memorandums and working rules.

It is agreed that any police officer may be summarily suspended without pay if said employee's right to operate a motor vehicle in the State of Maine is suspended or revoked. Any police officer who is suspended through this Section may return to work when the employee's license is restored provided said license suspension or revocation does not exceed six (6) months.

The reasons listed below, without intending to be exclusive, may be grounds for dismissal, suspension or reprimand:

1. Drinking on the job or arriving to work while under the influence of intoxicating beverages or drugs or bringing same on the job.
2. Failure to follow the reasonable orders of superiors.
3. Being habitually late or tardy.
4. Failure to perform the duties of position properly.
5. Negligent or willful damage to Town property.
6. Inability to get along with fellow employees.
7. Conviction of theft or any felony.
8. Violation of the rules regarding political activities.
9. Use of abusive language to the public.
10. Intentionally falsifying a report or patrol log.
11. Failing to comply with standard operating procedures.

Substitution. The right to substitution shall be permitted, provided, however, that permission to substitute shall be obtained from the Police Chief or shift supervisor. (No substitution shall be affected without proper authorization.)

ARTICLE 39
ACCEPTANCE OF GIFTS

Acceptance of money or gifts or gratuities by an employee when given under circumstances indicating the hope or expectation of receiving better treatment than that accorded to the public in general is prohibited and may result in immediate dismissal.

All employees shall be responsible for providing municipal services to the public in a courteous and polite manner.

ARTICLE 40
OUTSIDE EMPLOYMENT

Employees will not engage in outside employment which may in any way hinder their impartial performance of their public duties or impair their efficiency to the public. Employees who wish to obtain outside employment must notify the Chief and sign the following waiver, and file same with the Town Clerk.

"The undersigned, an employee of the Town of Winthrop, does hereby waive and release said Town from any labor expense or costs because of any injury or sickness incurred by reason of any employment accepted by the undersigned other than as an employee of said Town. I further release the Town from any claim for salaries, wages or other benefits during any absence caused by such injury or sickness." Such outside employment shall not be acceptable or allowed if any of the following conditions apply or develop:

1. Where secondary employment would extend beyond twenty (20) hours a week, except during an employee's regular days off, holiday or vacation periods.
2. Where the nature or place of employment might create a conflict of interest for the employee or the Town.
3. Where secondary employment would involve the employee's appearance in Town uniform, involve use of Town equipment or in any manner be considered as a conflict of interest with the employee's municipal position.
4. Where it appears that secondary employment has an adverse effect on the employee's sick leave record.
5. Where secondary employment impairs the employee's ability to discharge the duties and responsibilities of the employee's Town job.
6. Where an employee might be considered to be using his/her Town position to influence his/her outside employment.

Employees who engage in secondary employment shall do so only with the understanding and acceptance that their primary duty, obligation and responsibility is to the Town of Winthrop. All Town employees are subject to call at any time for emergencies, special assignment, or overtime duty, and no secondary employment may infringe on this obligation.

ARTICLE 41
POLITICAL ACTIVITY

While working for the Town, all employees shall refrain from seeking or accepting nomination or election to any office in the Winthrop Town government, and from using their influence publicly in any way for or against any candidate for elective office in the Winthrop Town government. Town employees shall not work at the polls, circulate petitions or campaign literature for elective Town officials, or be in any way concerned with soliciting or receiving subscriptions, contributions, or political service from any person for any political purpose pertaining to the government of the Town.

The rule is not to be construed to prevent Town employees from becoming or continuing to be, members of any political organization, from attending organization meeting, from expressing their views on political matters, or from voting with complete freedom in any election.

ARTICLE 42

RESIDENCY

As a condition of employment, the Town of Winthrop may require new employees to reside within a twenty (20) mile radius of the Winthrop Town Hall prior to completion of the first year of employment.

ARTICLE 43

NEW EMPLOYEES

All new police officers shall serve a probationary period that lasts for at least one (1) year after graduation from the Maine Criminal Justice Academy or the date the Board of Trustees waives the basic training requirement, and shall have no seniority rights during this period.

All new dispatchers shall serve a probationary period of six (6) months and shall have no seniority rights during this time.

All employees who have worked said probationary period and satisfactorily completed their probationary period shall be classified as permanent Police Department employees and the probationary period shall then be considered part of their seniority time.

If the employee is deemed to be unsatisfactory during the period of, or at the end of said probationary period, the Police Chief, with the approval of the Town Manager, may remove the probationer. Said removal shall not be subject to the grievance procedure of this Contract, or to arbitration.

Vacation and sick leave shall accrue during the probationary period and may be utilized during that period.

Probationary employees are eligible to use accrued EPL time after 120 days of employment.

Any rehired employee will be required to serve a full probationary period, and all prior seniority rights will be lost.

ARTICLE 44

SEPARABILITY AND SAVINGS CLAUSE

If any Article or Section of this Agreement or of any Supplements or Riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if 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 of any Supplements or Riders 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.

APPENDIX B: DOMESTIC PARTNER DEFINITION

Definition of Domestic Partnership: A person of the same or opposite sex as the employee, neither of whom is married to another person, who can demonstrate shared financial obligations, shared primary residence, and shared responsibility for the welfare of the employee.

We, and (domestic partners), after being first duly sworn depose and attest to the following:

- We are at least 18 years of age and we are mentally competent to contract.
- Neither of us is legally married to or separated from another person.
- We are sole domestic partners, we have been sole domestic partners since (month/day/year), and we intend to remain sole partners.
- We are not related by blood to a degree of closeness that would prohibit marriage in the State of Maine.
- Neither of us has covered another individual or has been covered by another individual as a domestic partner or a legal spouse in a health insurance policy in the preceding 6 months.

We understand that domestic partners cannot enroll together for 6 months following the termination of coverage of a prior domestic partner or legal spouse.

- We are jointly responsible for each other's common welfare as evidenced through a joint deed, joint mortgage, joint lease, joint credit card or joint bank account, listed as a beneficiary on the employee's retirement/pension plan and/or powers of attorney authorizing each of us to act on behalf of the other. (At least one of these items must be provided along with this affidavit and must have been in effect for at least 6 months).
- We understand that a domestic partner enrolled as a dependent ceases to be an eligible member on the first of the month following the termination of a domestic partnership and that we are required to submit an Application for Change within 30 days of the termination of a domestic partnership.

We certify under penalty of perjury, that the foregoing is true and correct. We, the undersigned employee and the Domestic Partner, understand that the falsification of information contained in the Affidavit may lead to disciplinary action up to and including immediate termination of the employee's employment, and may subject us to civil action to recover any losses, including reasonable attorney's fees incurred by the employer for the benefits provided.

Employee Signature: Date:

Social Security #:

Domestic Partner Signature: Date:

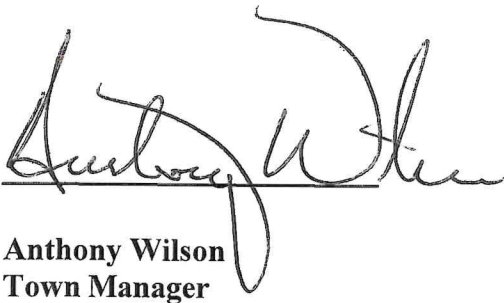
Social Security#:

ARTICLE 45

DURATION OF AGREEMENT

This Agreement shall be effective as of the first day of July, 2025, and shall remain in full force and effect until June 30, 2028 IN WITNESS WHEREOF, the parties hereto have set their hands and seals:

FOR THE TOWN:



Anthony Wilson
Town Manager

FOR THE UNION:



Andrew Delaney
AFSCME Unit Chair



Ryan Small
AFSCME Staff Representative