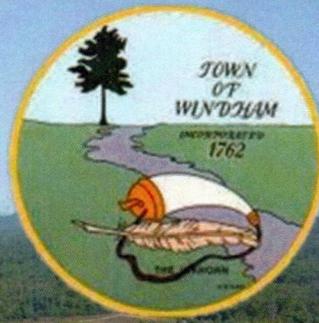


Professionalism – Respect – Integrity – Dedication – Excellence

## TOWN OF WINDHAM



## WINDHAM POLICE ASSOCIATION

# AGREEMENT

Town of Windham

And

Maine Association of Police

## Table of Contents

	<b>Page</b>
Agreement .....	1
Article 1 - Recognition.....	2
Article 2 - Procedures .....	3
Article 3 - Checkoff .....	4
Article 4 - Meal Periods .....	6
Article 5 - Spare Help .....	7
Article 6 - Hours of Work .....	8
Police .....	8
Regular Hours .....	8
Article 7 - Work Schedule .....	9
Article 7-A - Wage Schedule.....	10
Hiring Rate, Experienced Officers.....	10
Wage Schedule Pursuant to Article 7-A .....	11
Senior Officer Stipend .....	11
Veteran of Force Differential.....	11
Field Training Officer Stipend.....	11
Educational/Military Stipend .....	11
Emergency Medical Technician Certification .....	12
Article 8 - Overtime .....	13
Rate of Pay - Police.....	13
Distribution .....	13
Compensatory Time.....	13
Article 8-A - Call Time.....	14
Article 8-B - Vacant.....	15
Article 9 - Attendance in Court and Other Proceedings .....	16
Article 10 - Holidays.....	17
Article 11 - Vacations .....	19
Eligibility .....	19
Computation of Vacation Allowance.....	19
Choice of Vacation Period.....	19
Payment of Vacation Pay .....	19
Accumulation .....	19
Work During Vacation.....	19
Vacation Rights.....	20
Use of Unaccrued Vacation .....	20
Vacation Cash-In .....	20
Lateral Entry .....	20
Article 12 - Sick Leave .....	21
Article 13 - Outside Police Work.....	24
Article 14 - Seniority .....	25
Definition .....	25
Initial Probationary Period.....	25

## Table of Contents (cont'd.)

	Page
Break in Continuous Service .....	25
Seniority Lists .....	25
Lay-offs.....	25
Recall .....	26
Article 15 - Work Force Changes .....	27
Posting.....	27
Members of the Unit .....	27
Promotion.....	27
Written Exam.....	27
Oral Exam .....	28
Review by Chief .....	28
Trial Period .....	28
Promotion List .....	28
Article 16 - Leaves of Absence.....	29
Eligibility .....	29
Application for Leave .....	29
Leave of Absence.....	29
Reserve Service Leave.....	29
Bereavement Leave.....	30
Medical Leave.....	30
Jury Duty Leave .....	30
Workers Compensation.....	30
Family Medical Leave .....	31
Medical Certification .....	31
Paid Administrative Leave.....	31
Administrative Leave Critical Incidents .....	32
Article 17 - Disciplinary Action .....	33
Standing .....	33
Section 1.....	33
Section 2.....	33
Section 3 - Appeal of Disciplinary Action.....	33
Section 4 - Arbitrator .....	34
Section 5 - Scope of Review .....	34
Section 6 - Statute of Limitation.....	34
Section 7 - Effect of Arbitrator's Decision; Appeal .....	34
Section 8 - Purging of Oral and Written Reprimands.....	35
Section 9 - Disciplinary Rehabilitation.....	35
Section 10 – Labor-Management Committee .....	35
Article 18 - Settlement of Disputes.....	36
Grievance and Arbitration Procedure .....	36
Grievance Committee .....	37
Processing Grievances During Working Hours .....	38
Article 19 - Insurance and Pension .....	39

## Table of Contents (cont'd.)

	Page
Health Insurance .....	39
Dental Insurance .....	39
Social Security .....	39
Retirement System.....	39
Deferred Compensation .....	40
Maine State Retirement.....	40
Income Protection Insurance.....	40
Long Term Disability Insurance .....	40
Flexible Spending Plans.....	40
Article 20 - General Provisions.....	41
Pledge Against Discrimination and Coercion.....	41
Union Bulletin Boards .....	41
Union Activities on Employer's Time and Premises.....	41
Visits by Union Representatives.....	42
Article 21 - Management Rights.....	43
Article 22 - Work Rules .....	44
Article 23 - Training .....	45
Non-Degree Programs .....	45
Degree Programs.....	45
Grade Requirements and Reimbursement Levels.....	45
Article 24 - Uniform and Protective Clothing .....	46
Protective Vests .....	46
Detective Reimbursement.....	46
Damaged Personal Property.....	46
Article 25 – Voluntary Physical Fitness Evaluation.....	47
Article 26 - Amendment During Term of Contract .....	48
Article 27 - Separability and Savings Clause .....	49
Article 28 - Term of Agreement .....	50
Appendix A - Dues Authorization, Maine Assoc. of Police and Windham Police Assoc. ....	51
Appendix B – Leave Sharing Policy.....	52
Appendix C – Vacation Pay-Out Request Form.....	53
Appendix D – Authorization for Withdrawal Opt-Out of W.P.A. and M.A.P. ....	54
Definitions .....	55

## **AGREEMENT**

Pursuant to the Maine Public Employees Labor Relations Law (26 M.R.S.A. sub-sec 961, et seq.), and the provisions of the Charter of the Town of Windham, the Town of Windham, a body politic and corporate, situated in the County of Cumberland and State of Maine (hereinafter referred to as "Employer"), and Maine Association of Police (hereinafter referred to as "Union" or "MAP"), have entered into this agreement for the following purposes:

- to provide and sustain high quality services to the community and its citizens;
- to maintain a relationship between employees and management, characterized by goodwill and trust and by a constructive, open-minded approach to the resolution of departmental problems;
- to encourage a high level of departmental productivity and thereby minimize the waste of time and material;
- to promote proper training;
- to establish equitable and peaceful procedures for the resolution of differences; and
- to establish wages, hours, and working conditions for the employees of the Windham Police Department.

As used herein, the masculine ("he," "him," or "his") shall refer equally to the corresponding feminine terms ("she," "her" or "hers").

**ARTICLE 1**

**RECOGNITION**

The Town of Windham recognizes MAP as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and working conditions for all of the employees included within the bargaining unit as currently recognized by the Maine Labor Relations Board.

## **ARTICLE 2**

### **PROCEDURES**

In order to provide a clear understanding of its contents, the Town will provide each employee with a copy of the agreement between the Town and the Union.

No employee will be subject to direct orders from any civilian, politician, or councilor without that person going through the proper chain of command.

Employees will not be subject to any outside interference when performing a police function. No person, including elected and appointed officials, shall have access to official department records without prior authorization from either the Chief or his designee.

The police department shall furnish to each employee, in writing, a list of all departmental procedures governing the positions of sergeants, patrolmen, and detective.

## **ARTICLE 3**

### **CHECKOFF**

The employer shall deduct regular weekly dues for Union membership and for benefit premiums upon receipt of a signed authorization from members. The signed authorization for deduction of dues and for benefit premiums shall be in the forms attached hereto as Appendix A. In the event of change in either the amount of dues voted by the membership of the Union during the term of this agreement or in the cost of benefit premiums, the treasurer of the Windham Police Association shall so inform, the employer in writing. After receipt of same, employees who had previously signed authorization forms shall be deemed to have authorized the increase.

The employer shall forward all such dues so collected to the treasurer of the Windham Police Association on or before the fifteenth (15th) of the month following the month in which they were collected from the employees. The Union shall indemnify and save the employer harmless against all claims and suits which may arise by reason of any action taken in making deductions of said dues and remitting the same to the Union pursuant to this article.

The written authorization for payroll deductions of Union membership dues shall be irrevocable during the term of this agreement except that an employee may revoke the authorization, effective upon the expiration date of this agreement, provided the employee notifies, not more than sixty (60) days prior to the expiration date of this agreement.

The authorization for deduction benefit fund contributions may be stopped at any time, provided the employee submits in writing, to the employer and the Union a sixty (60) day notice of such intent.

The Union agrees that during the term of this agreement the following will constitute prohibited employee practices: (1) strikes: (2) slowdowns: (3) mass absenteeism: (4) mass resignations: (5) picketing involving suspension of, or interference with, either the normal work of the department or other Town departments; or (6) any similar action which would involve suspension of, or interference with, the normal work of the department or other Town departments.

In the event that unit members participate in such activities in violation of this provision, the Union shall immediately, upon notice for the Chief of Police, notify in writing those members so engaged to cease and desist from such activities and shall instruct its members to return to their normal duties forthwith. Any employee participating in prohibited activities may be discharged by the Town.

Any officer who chooses not to become a Member of the Union or any member who chooses to cease to be a Member, shall be bound by such choice except as provided in this Article. Any Member who chooses not to join, or opts out of, the Union shall be entitled to representation by the Union but only upon payment to the Union reasonable fees, including reasonable fees for employee representative services and for attorney's fees, cost, and expenses, including arbitrator's

fees and expenses incurred by the Union. The current fee schedule of the Union non-member fees is set below:

Attorney Fees:	\$200.00 per hour
Field Representative Fees:	\$ 75.00 per hour

Any member may change his/her status with regard to membership by filling in and providing to the Union and the Town the form that is attached hereto as Appendix D. The change in status will be effective as of the next pay period.

## **ARTICLE 4**

### **MEAL PERIODS**

Employees shall be allowed a one-half hour lunch period, without loss of pay, during their scheduled shift.

## **ARTICLE 5**

### **SPARE HELP**

- A. Work which is normally done by regular bargaining unit employees will not be available to reserve officers unless regular bargaining unit employees, within the job category, are unavailable or choose not to accept the work. After going through the normal process of filling vacancies with unit members, the Town may use reserve officers to fill such vacancies. Regular unit members may bump reserve personnel assigned to a shift up to one (1) hour before the shift begins.
- B. The Chief may schedule reserve officers to supplement the regularly scheduled shifts at his discretion. Duty assignments for reserve officers shall be posted at least seven (7) days in advance of their assigned shift. Reserve officers shall be temporary part-time employees, serving at the discretion of the Chief in accordance with the provisions of this article.
- C. The Chief, at his discretion, may fill normally scheduled shifts created by the absence of a bargaining unit employee with a regular bargaining unit employee except that when such employees are unavailable or choose not to accept the work the Chief may fill the open shift with a reserve officer. However a Captain may fill the position of a sergeant who is on vacation provided that the hours filled will be those hours normally scheduled for the sergeant.

Whenever two or more bargaining unit employees are scheduled for the same shift, the Chief shall not be obligated to fill the second position if one of the employees books off.

- D. Section B above does not apply to outside police work, ARTICLE XIII or shifts that are normally filled by bargaining unit employees which shall be filled as outlined in ARTICLE VII, Overtime - Distribution.

## **ARTICLE 6**

### **HOURS OF WORK**

The regular pay period for police officers shall consist of a two-week period.

#### **POLICE**

The standard work period for police officers, sergeants and detectives shall be an average of 40 hours per week.

The Town agrees that prior to a change in the current 4/10 work schedule, the Chief will provide a 45-day notice to employees. During the course of this 45 days, the Town agrees to discuss the rationale, reasons, or alternatives to the proposed change, with the executive board of the Union.

The decisions to implement any change will remain the prerogative of the Town and will be non-grievable. The 45-day notice and subsequent discussions, however, may be waived if an emergency as determined by the Chief of Police makes such a change in schedule immediately necessary.

#### **REGULAR HOURS**

The regular hours of work each day shall be consecutive, except during transition week. An officer may also agree to work a split-shift.

## **ARTICLE 7**

### **WORK SCHEDULE**

Work schedules showing the employee's shift, workdays and hours shall be made available through the scheduling software.

## **ARTICLE 7-A**

### **WAGE SCHEDULE**

Weekly wages (paid biweekly) to be as indicated on attached schedule. All steps are annual, based on date of hire or promotion. The wage schedule for the contract years beginning July 1, 2025, July 1, 2026, and July 1, 2027, are indicated on the attached schedule.

The following list describes the components of the Fair Labor Standards Act base rate of pay:  
Hourly step rate + all eligible veteran of force differentials + all academic and/or military degree incentives + EMT = **FLSA hourly base rate of pay**

The FLSA base hourly rate is multiplied by 1.5 for the overtime hourly rate.

The senior officer stipend (OIC) is not a component of the FLSA hourly base rate.

### **HIRING RATE, EXPERIENCED OFFICERS**

Regardless of the step rates of the wage schedule, experienced officers may be hired at other than Step 1 rate of pay. The acceptable rate shall be the nearest applicable step on the wage schedule based on the number of years of service as a Certified Police Officer, except that the Chief, at his discretion, may set a rate of pay at a higher step.

Employees hired above Step 1 of the wage schedule shall move to the next step on their anniversary date regardless of years of service.

## **SENIOR OFFICER STIPEND**

During the normal work week, it is understood that certain shifts are not covered by a sergeant, lieutenant, the Chief or other designated supervisor and it is also understood that the senior patrol officer on duty is in charge of said shift. Effective July 1, 2022, under these conditions, the senior patrol officers on duty shall be compensated at the rate of an additional seventy-five cents (\$.75) per hour for those hours on duty and in charge. This amount will increase to one dollar (\$1.00) per hour July 1, 2023.

The officer in charge will be the senior patrol officer on duty. As ranking officer on duty, the officer in charge will be the decision-making person for consistent application of state laws, departmental policy, and procedures, including giving advice, assistance, and guidance to junior officers. The officer in charge shall not discipline junior officers but will report infractions to a supervisor.

## **VETERAN OF FORCE DIFFERENTIAL**

On the date of the first payroll following an employee's completion of ten (10) years or more of service that employee shall receive an hourly veteran of force bonus according to the following schedule:

Hourly stipend after	10 years of service	15 years of service	20 years of service
Patrol officers	.30	.15	.15
Sergeants	.40	.20	.20

## **FIELD TRAINING OFFICER STIPEND**

In recognition that a FTO is a resource to new officers even after their field training has ended, effective July 1, 2026 (Year 2 of the contract), police officers who perform services as field training officers shall be compensated at the rate of a one dollar (\$1.00) per hour stipend for all working hours.

## **EDUCATIONAL/ MILITARY STIPEND**

Contract Year 1: An hourly incentive shall be paid as follows:

AA/AS Degree:	\$.45
BA/BS Degree:	\$.70
MA/MS Degree:	\$.95
Military Service:	\$.70

Contract Year 2: An hourly incentive shall be paid as follows:

AA/AS Degree:	\$.50
BA/BS Degree:	\$.75
MA/MS Degree:	\$1.00
Military Service:	\$.75

Contract Year 3: An hourly incentive shall be paid as follows:

AA/AS Degree:	\$ .60
BA/BS Degree:	\$ .85
MA/MS Degree:	\$ 1.10
Military Service:	\$ .85

Eligible employees will be paid an educational or military stipend – not both.

### **EMERGENCY MEDICAL TECHNICIAN CERTIFICATION**

The Chief, at his/her discretion, may authorize the attendance by employees at courses leading to the certification or recertification and licensing of the officer as an emergency medical technician. Upon successful course completion, students must complete the National Registry of EMT (NREMT) cognitive exam to obtain certification through the NREMT. An employee who successfully completes such a course and passes the National Registry Licensure exam shall be entitled to full reimbursement for tuition costs as well as for the cost of required books. In addition, the employee will be paid an hourly stipend as follows:

EMT/Paramedic:	\$ .50
EMT:	\$ .40

Should an employee allow a certification to expire, payment of the stipend shall cease on the same day certification expires.

## **ARTICLE 8**

### **OVERTIME**

#### **RATE OF PAY - POLICE**

Police officers and sergeants shall be paid time and one-half (1 1/2) their base hourly rate for all work performed in excess of their regularly scheduled work week.

#### **DISTRIBUTION**

The opportunity for overtime work shall be distributed equally to employees working within the same job classification. On each occasion, the opportunity to work overtime shall be offered to the employee in accordance with the "overtime rotation list." If the employee does not accept the assignment, the next employee shall be offered the assignment. The procedure shall be followed until the required employees have been selected for the overtime work. Employees who refuse an overtime assignment shall be charged with the time refused for the purpose of equalization of overtime hours.

The Chief may deny overtime to any employee when, in his discretion, the overtime would impair the ability of the member to perform his duties.

#### **COMPENSATORY TIME**

Compensatory time off may be accumulated in lieu of overtime pay for a total of fifty (50) hours for police. The scheduling of compensatory time off will be authorized by the Chief of Police. Under this section compensatory time will be accumulated at the rate of time and one-half (1 1/2).

Employees may accumulate compensatory overtime and compensatory holiday overtime up to a combined total of fifty (50) hours.

For the purpose of computing overtime, sick leave shall not be considered as hours worked unless an officer is ordered in to fill a shift.

## **ARTICLE 8-A**

### **CALL TIME**

Any employee called to work outside of his regularly scheduled shift shall be paid for a minimum of four hours at the rate of time and one-half.

**ARTICLE 8-B**  
**VACANT**

## ARTICLE 9

### ATTENDANCE IN COURT AND OTHER PROCEEDINGS

Police Officers who are required to appear in court, administrative hearings, or other official proceedings via Zoom or other virtual platforms shall receive compensation equivalent to in-person appearances. When such virtual appearances occur outside the officer's regular scheduled hours, the officer shall be compensated at the applicable overtime rate. Other official proceedings, live or remote, include but are not limited to DMV hearings and town meetings, including school committee meetings, when officers are required to appear and testify.

A minimum of four (4) hours of pay at the applicable rate shall be provided for each appearance, regardless of actual duration, unless the officer is on duty at the time of the appearance. If multiple appearances are scheduled consecutively and fall within the same four-hour window, they shall be treated as a single appearance for compensation purposes.

If a scheduled in-person or virtual appearance is canceled with less than 12 hours' notice and the officer is off duty at the time of the appearance, the officer shall receive (2 hours pay). **No compensation will be paid if a scheduled appearance is canceled with more than 12 hours' notice .**

Officers shall provide reasonable documentation or verification of attendance or cancellation upon request, such as an official docket entry, email notice, or confirmation from a court official or departmental supervisor.

Any employee who has to use his/her own vehicle to go to court shall receive thirty-seven-and one-half cents (\$.375) per mile or the prevailing Town rate whichever is greater. Mileage shall be paid for the round-trip distance from the officer's home to the courts in Portland, except that the maximum round trip mileage for which the Town shall be liable will be thirty miles.

Any and all fees, compensation, or allowance to which any employee is or would be entitled to for such court times, as provided for by statute or court order, shall be turned over and paid to the Town and not retained by the employee.

## **ARTICLE 10**

### **HOLIDAYS**

Holidays recognized and observed:

New Year's Day (Jan. 1)	Labor Day
Martin Luther King Day	Columbus Day
Washington's Birthday	Veterans' Day
Patriots' Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Juneteenth (June 19)	Christmas Day (Dec. 25)
Independence Day (July 4)	

All holidays shall be the State of Maine observance day unless otherwise noted.

In addition to the above-named holidays, employees shall be granted any other holidays which are given to other Town employees.

In addition to the above-named holidays, employees shall be granted two (2) floating holidays per fiscal year to be used only when it does not require coverage for the shift. These floating holidays must be used within the fiscal year and cannot be saved for use from one year to the next or be eligible to be included in compensatory time.

Holidays shall be ten (10) hours for police officers. In the event of a change in shift configurations, hours for holidays shall be adjusted accordingly.

- 1.) for each of the above-named holidays, employees shall receive one day's pay (base rate).
- 2.) for any work performed on said holidays, employees shall be paid time and one-half (1 1/2) (with the exception of Thanksgiving and Christmas for which they will be paid double (2) time) in addition to holiday pay (base rate - section 1).
- 3.) for any overtime work performed on a holiday, employees shall be compensated at a maximum of triple (3) time (including base rate, section 1) except for Thanksgiving and Christmas which will be paid at a maximum of triple time and one half (3 1/2) (including base rate, section 1).

Detectives, Community Services Officers, and School Resource Officers will be scheduled to work on and be paid holidays in the same manner as all other officers. If the Detective, SRO and CSO choose not to work the holiday, then their holiday time automatically becomes their workday and will be paid at straight time.

In lieu of holiday pay, an employee may elect to receive compensatory time off, which may be accumulated to a maximum of fifty (50) hours; provided, however, the maximum amount of compensatory time that may be accumulated is limited to the total number of hours set forth in Article 8.

Employees may accumulate compensatory overtime and compensatory holiday time up to a combined total of fifty (50) hours.

## **ARTICLE 11**

### **VACATIONS**

#### **ELIGIBILITY**

Every employee shall be eligible for paid vacation time after six months of service with the employer. Employees shall start to earn vacation allowances as of their date of hire. Notwithstanding any other provision of this agreement, all vacations, regardless of duration must have the approval of the Chief of Police as to scheduling. The Chief may waive the six-month waiting period as his or her sole discretion.

#### **COMPUTATION OF VACATION ALLOWANCE**

During the first through the fifth year of employment, an employee is entitled to two weeks' vacation. Beginning with the sixth and ending with the tenth year of employment, an employee is entitled to three weeks' vacation. Beginning with the eleventh and subsequent years of employment, an employee is entitled to four weeks' vacation.

#### **CHOICE OF VACATION PERIOD**

The employer will make a reasonable effort to grant vacations at the time requested by the employee. If the employer finds it necessary to limit the number of employees on vacation at the same time, the employee with the most seniority shall be given his/her choice of vacation period.

#### **PAYMENT OF VACATION PAY**

The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the pay day immediately preceding the employee's vacation. Vacation pay shall be paid at the last pay period prior to the start of the employee's vacation.

#### **ACCUMULATION**

Employees shall be allowed to accumulate a maximum of 25 days of vacation time. One day shall equal ten (10) hours for patrol officers.

#### **WORK DURING VACATION**

While it is not the intention of the employer to require employees to work during vacation, the Chief may make such an assignment. Any employee who is ordered to work during their vacation period shall be paid his regular day's wages, plus time and one-half for all regular hours worked. In addition, the employee retains that day as a vacation day. The retention of the vacation day will not apply during declared State or Federal emergencies.

## **VACATION RIGHTS**

Any employee who is separated from the service of the employer prior to taking his vacation shall be compensated in cash for the unused vacation which he has accumulated at the time of separation up to the maximum accumulation allowable.

## **USE OF UNACCRUED VACATION**

In the event that annual vacation time is utilized before actually accrued, the employee shall be liable to the Town for any vacation time not actually earned or accrued at the time of voluntary termination. Such payments shall be deducted from the employee's separation paycheck. In the event that the check does not cover the amount owed, the employee shall make payment to the Town or jeopardize any separation benefits, including, but not limited to, beneficial employment references and said termination shall be recorded as a termination in bad standing.

## **VACATION CASH-IN**

During each year of this agreement, from July 1 through the following June 30, employees may elect to deduct from and be paid for up to one week (40 hours) of their accrued, unused vacation time, and shall make such election in written form (Appendix C). Such vacation time deduction and payment shall be made in the next available pay period following the employee's election. This may only be done once per each year of this agreement. This payment is to be made by separate check.

## **LATERAL ENTRY**

The Chief in consultation with the Human Resources Director and/or the Town Manager may recommend that the Town Manager offer to a lateral hire a one-time lump sum of additional vacation hours (minimum 40) in the first year of hire after which the new employee will accrue vacation time at the rates contained within this Agreement.

## **ARTICLE 12**

### **SICK LEAVE**

Sick leave for each employee in a full-time position will be earned at the rate of 4.6154 hours per pay period.

For those employees not intending to retire on or before June 30, 2021, the following applies:

- Employees will be allowed to accrue up to 1000 hours for use as sick leave.
- Effective July 1, 2019, the Town will pay out sick leave at 50% of the accrued balance over 720 hours at the employee's current wage.
- Employees with at least five years' continuous employment who separate from service voluntarily or who retire will be paid sick leave at 50% of the accrued balance up to 360 hours at their then current wage.

Employees eligible to retire on or before June 30, 2021, will be given the option of:

- Effective July 1, 2019, receive the pay out of sick leave at 50% of the accrued balance over 720 hours at the employee's current wage; or
- Retaining their sick leave up to 1200 hours to be paid out at separation at 50% of the accrued balance up to 600 hours at their wage at separation.

However, if an employee revokes the decision to retire:

- The employee will be subject to the same provisions as those employees not intending to retire on or before June 30, 2021; and
- Will forfeit any hours above the maximum accrual of 1000 hours.

A pregnancy leave of absence may be granted to any female employee during the third trimester of her pregnancy and extended up to twelve (12) weeks after childbirth. During this pregnancy leave, the employee may use accrued sick leave, accrued holidays, accrued vacation, or accrued compensatory time in lieu of her regular pay. As long as the employee is drawing on accrued time (sick leave, holidays, vacation, vacation leave and compensatory time), the employee will continue to accrue sick leave, holidays, and vacation leave.

Insurance benefits will continue during the course of the above pregnancy leave. Once the above time has exhausted, the member's leave status will be governed by ARTICLE XVI, LEAVE OF ABSENCE, MEDICAL LEAVE.

Seniority will accrue during the course of both the pregnancy leave and any subsequent medical leave.

Prior to the use of the above pregnancy leave by a sworn officer, the Chief may assign the pregnant officer to a "light-duty" assignment in order to protect the expectant officer from potential danger. This assignment will consist of meaningful work; i.e., desk duty, community relations work or similar duties.

Sick leave shall be granted only for personal illness or injury which renders the employee unable to perform the duties of his or her employment. Sick leave may also be used in accordance with 26 MRSA §§ 843-849 and 29 CFR § 825, the Federal Family and Medical Leave Act and the Maine Family Medical Leave Act provided that all other requirements of this article shall apply. Employees shall call in to report sickness at least one hour prior to the start of the shift for which he or she intends to be absent. The employee shall state the nature of the sickness or injury and the location where he or she can be reached.

An employee who is not at the location without proof that he or she was either at or in transit to or from a pharmacy (or similar establishment), doctor's office or other medical treatment facility, or in compliance with a physician's directions, shall not be paid for the day and shall be deemed to be in violation of this article of the contract. Employees are obligated to answer the telephone and respond to visit(s) by the police department representatives, at reasonable times, taking the family situation into consideration.

The Chief may require a physician's certificate (the cost of which shall be borne by the Town) prior to an employee's return to work in the following cases:

- 1.) Any illness or injury resulting in an absence of forty (40) or more consecutive work hours. Scheduled days off will not be deemed a break in consecutive work hours.
- 2.) Occurrences in any twelve (12) month period of absences of one (1) or two (2) day duration amounting to eight (8) days or more, where the Chief, after discussing the situation with the employee and/or his or her representative is not satisfied that the employee's absenteeism is justified.
- 3.) Any time that the Chief, after reviewing the employee's record, recognizes a pattern which indicates the abuse of the sick leave benefits by that employee. The Chief upon discovering such a pattern will inform the employee prior to requiring such certification and the employee and/or his or her representative shall be given an opportunity to explain his or her absences.

An employee whose absenteeism indicates a question as to that employee's physical fitness to perform the work may, at the Town's expense, be required to pass a physical or psychological examination and be certified as physically and psychologically fit to do his or her job by a physician, psychiatrist, or psychologist of the Town's choice. Employees will be given a reasonable period of time to remedy any physical or psychological problems which they may have that affect their ability to perform their duties and to make themselves physically and psychologically fit to perform such duties.

Any individual calling in sick for his or her assigned shift shall not be eligible for any overtime shift or outside job for a period of 24 hours from the beginning of the shift for which he or she called in sick.

Employees shall be entitled to sick leave benefits after thirty (30) days of service.

When an employee has been separated because of death, the full amount of his or her accumulated sick leave, to a maximum of one thousand (1000) hours, computed as described above, shall be paid to his or her estate.

Employees receiving payment for sick leave benefits under this agreement shall not be gainfully employed while receiving such benefits.

An employee who uses no more than two sick days in a twelve-month period shall be entitled to one day off. That day will be scheduled at the discretion of the Chief. The twelve-month period described herein shall commence on the effective date of this agreement. The day off provided herein shall not affect the accumulation of sick leave.

Employees covered by this agreement may participate in the Town's leave sharing policy attached hereto as Appendix B. In the event that the Town changes its leave sharing policy during the pendency of this agreement, the parties hereto agree to substitute the new policy for the one attached hereto. This will be accomplished by sidebar agreement.

Subject to the leave limitations in Article 16, if an employee is on sick leave, the Town will pay its share of health insurance premiums, as well as other benefits. However, the employee must pay their share of these benefits, either by cashing in accumulated leave, or in the absence of leave time, by paying their share directly to the Town.

## **ARTICLE 13**

### **OUTSIDE POLICE WORK**

Police officers who are assigned to outside work by the Chief shall be paid by the Town at the rate indicated below for a minimum of four hours or part thereof. Regular officers shall be given preference over special officers on these assignments. On each occasion, the opportunity to work outside detail shall be offered to the employee in accordance with the "overtime rotation list."

Outside work is defined as "work commissioned by an outside entity and invoiced by the Town."

Year 1:	\$70.00/hour
Year 2:	\$75.00/hour
Year 3:	\$80.00/hour

## **ARTICLE 14**

### **SENIORITY**

#### **DEFINITION**

"Seniority" means an employee's length of continuous service with the Town since his last date of hire.

#### **INITIAL PROBATIONARY PERIOD**

New sworn members of the department shall be added to the seniority list twelve (12) months from their date of employment, unless sooner terminated as provided herein. The probationary period for sworn officers will last the longer of twelve months from their receipt of MCJA certification or twelve months from their hire.

The Town, acting through the Chief of Police, shall have the right to terminate such employees during their probationary period. The Chief shall request the employee's supervisor to conduct performance reviews of probationary employees at the end of each three (3) months of consecutive employment. When a probationary employee has satisfactorily completed his probationary period, he shall be added to the seniority list. The Chief's decision to terminate shall not be subject to review either as a disciplinary action or as a grievance.

#### **BREAK IN CONTINUOUS SERVICE**

For the purpose of this article, lay-off or authorized leaves of absence shall not constitute a break in continuous service; however, no benefits shall accrue during such periods, except as otherwise required by law or provided by this agreement.

#### **SENIORITY LISTS**

On January 1st of each year, the Chief shall post on the bulletin board, a seniority list showing the continuous service of each employee. A copy of the seniority list will be furnished to the local Union when it is posted.

#### **LAY-OFFS**

In the event it should become necessary to lay off employees for any reason, employees on initial probationary status shall be laid off first and other employees shall be laid off in the inverse order of seniority.

## **RECALL**

Employees shall be recalled from lay-off in the inverse order from which they were laid off, provided recall is within one (1) year of original day of lay-off.

No new employees shall be hired until all employees on lay-off have been given ten (10) days' notice to report to work and have failed to do so.

## **ARTICLE 15**

### **WORK FORCE CHANGES**

#### **POSTING**

Whenever a job opening occurs, other than a temporary opening, in any existing job classification or as the result of the development or establishment of new job classifications, a notice of such opening shall be posted for ten (10) working days. During this period, employees who wish to apply for the position may do so. The Town will not advertise job openings until the ten-day period described herein has expired. The application shall be on a form supplied by the Town.

#### **MEMBERS OF THE UNIT**

Promotional opportunities within the unit will be offered first to members of the unit. The Town may consider applicants outside the unit provided that such an outside applicant receives a score of eighty (80) percent on the written examination and a minimum of fifteen (15) points in the evaluation by the Chief.

#### **PROMOTION**

Qualifications for promotion will be determined by the following formula:

##### **Maximum Number of Points**

Written Examination	50
Oral Examination	35
Evaluation by Chief	20
Seniority Computed as Follows:	
One Point per Year for Ten Years	10

The Chief of Police shall make an appointment from the three candidates receiving the highest total scores.

#### **WRITTEN EXAM**

The Chief will create a test which will consist of approximately fifty (50) questions. The questions will be taken from areas including but not limited to the following: criminal law in Title 17 – A, motor vehicle law in Title 29 – A, Maine Law Enforcement Officer Manual, departmental policies and liquor and juvenile law.

## **ORAL EXAM**

The oral exam shall be conducted by a board composed of three (3) members, all of whom shall be appointed by the Chief. The Chief shall provide the Union with the identity of each of his nominees at least 14 days prior to the oral examination. The Union may challenge and seek the replacement of no more than two (2) of the nominees, for cause, by notice of the Chief at least seven (7) days prior to the examination. Cause for removal shall be deemed to exist when any nominee is related either to any candidate or the appointing authority, has given or formed an opinion as to the qualifications of any candidate, or has demonstrated any bias, prejudice, or particular interest in any candidate.

The board shall use a prepared list of questions which shall be asked of each candidate. The questions shall be drafted in order to fairly and uniformly test each candidate. The board shall decide what weight to give each question and that same value shall be used in evaluating each candidate's responses.

## **REVIEW BY CHIEF**

The Chief shall conduct a review and evaluation of each applicant who successfully passes the written examination.

## **TRIAL PERIOD**

Employees who have been promoted will be subject to a ninety (90) day trial period. The work of such employees will be reviewed at the end of thirty (30), sixty (60) and ninety (90) days. In the event the employee does not complete his trial period satisfactorily, he shall be returned to his former position as the then current rate of pay and applicable benefits for that position. The employee may elect to return to his former position at the then current rate of pay and applicable benefits for that position within thirty (30) days of each review. When the Chief of Police, in his sole discretion, finds justification, based upon attitude and performance, he may extend the employee's probationary period for a period not to exceed three (3) additional thirty-day periods.

## **PROMOTION LIST**

The promotional list shall remain in effect for 12 months.

## **ARTICLE 16**

### **LEAVES OF ABSENCE**

Employees must account for their regularly scheduled hours through hours actually worked or approved leave. Any employee absent from work must be on an approved leave as provided for under Article 8, Article 10, Article 11, Article 12, or Article 16.

#### **ELIGIBILITY**

Employees shall be eligible for leaves of absence, without pay, after six (6) months continuous service with the Town.

#### **APPLICATION FOR LEAVE**

Any request for a leave of absence shall be submitted in writing by the employee at least thirty (30) days prior to the requested leave to the Chief of Police. The request shall state the reason the leave of absence is requested and the approximate length of time off the employee desires. Authorization for a leave of absence may be furnished to the employee by the Town Manager and it shall be in writing. Any request for a leave of absence shall be answered promptly.

#### **LEAVE OF ABSENCE**

An employee of regular standing may be granted a leave of absence without pay by the Town Manager upon recommendation of the Chief of Police. Such leave of absence without pay shall not exceed one (1) year in length and shall only be granted when the purpose for which it is sought is in the best interest of the Town.

#### **RESERVE SERVICE LEAVE**

Regular employees who are members of the organized military reserves and who are required to perform field duty will be granted reserve service leave in addition to vacation leave, but not to exceed fifteen (15) days in any calendar year. For any such period of reserve service leave, excluding weekend duty, the Town will pay the employee the balance between service pay and the employee's regular daily compensation, the total equaling the regular pay of the employee had he been in the service of the Town during the period of leave, provided that the employee on reserve service leave furnishes Human Resources an official statement by military authorities giving his rank, pay and allowances. The employee will be paid as regularly scheduled provided the employee signs an acknowledgement to provide the Town the statement of earnings as well as reimburse the Town the earnings he/she earned while on reserve leave within thirty (30) days of the last day of the reserve leave.

## **BEREAVEMENT LEAVE**

In the event of death in the immediate family of an employee, spouse, parents, father-in-law, mother-in-law, children, brother, sister, step-parents, step-children, or grandparents, the employee will be granted one (1) week leave of absence with full pay. In the event of death of any other family member, the employee shall be granted up to one (1) day leave of absence with full pay to attend funeral services.

In addition to the foregoing and subject to the discretion of the Chief of Police or his designated representative, bereavement leave may be extended to permit an employee to make funeral arrangements, to mitigate hardship to his family, as well as for travel, and for other similar reasons. If such time off should be granted, it shall be charged to sick leave.

## **MEDICAL LEAVE**

A medical leave of absence from the employee's full-time regular duties, which shall not exceed one (1) year in length from the date of the onset of the illness or injury, shall be granted to an employee upon written evidence from his physicians that such leave is necessary to preserve the life or health of the employee. A medical leave of absence does not apply when an employee is receiving workers compensation. An employee who has accrued unused sick leave available must use said sick leave. While using sick leave, the employee shall receive all benefits from the Town. If an employee has no sick leave, he may use at his discretion vacation, holiday, or compensatory time. Otherwise, he shall be on unpaid medical leave. An employee on unpaid leave shall continue to receive his non-wage driven benefits from the Town. If an employee is unable to return to work after one year from the onset of his illness or injury, the Town may terminate that employee's employment. During a medical leave, the Chief shall make all reasonable efforts to assign the employee to light duty or a reduced work schedule provided that the employee is able to perform the essential functions of a light duty or reduced work schedule.

## **JURY DUTY LEAVE**

Town compensation for time spent on jury duty will be the difference between the payment received for jury duty and the employee's regular pay. The combined compensation shall not exceed 40 hours per week.

## **WORKERS COMPENSATION**

The Town will provide Worker's Compensation insurance as required by law. For employees injured on-the-job (or acquiring a job-related illness), the Town will pay 100% of employee's base pay the first week following illness or injury. While receiving workers compensation, the employee shall receive all benefits from the town. If an employee is unable to return full-time to his regular duties after one year from the date of injury or illness, the Town may terminate the employee's employment. The Town will provide light duty assignments or reduced work schedules as appropriate under Maine's workers compensation statutes. For nonhazardous duty illness or injury, the employee may make up the difference between workers compensation benefits and their regular base pay from available leave. For hazardous duty illness or injury, the

Town will pay the difference between workers compensation benefits and the employee's regular base pay. Hazardous duty is defined as any injury or illness acquired while on the way to a service call, or acquired while at or on call for service, or any other injury or illness acquired as the result of employee being subjected to hazardous or dangerous conditions beyond which nonemergency personnel would typically be exposed to.

## **FAMILY MEDICAL LEAVE**

Employees who have been employed by the Town for a total of 12 months and have worked at least 1,250 hours over the previous 12 months are eligible for up to a total of 12 weeks of leave during any 12 month period for one or more of the following reasons: birth and care of the newborn child of an employee; placement with the employee of a child for adoption or foster care; to care for an immediate family member (spouse, child or parent) with a serious health condition or when the employee is unable to work because of a serious health condition. To the extent that the employee has paid leave (sick leave, vacation leave, compensatory time, holiday, etc.) available, he must use it for any situations covered by Family Medical Leave. Family Medical Leave shall run concurrently with any other leave (i.e., sick leave, pregnancy leave, workers compensation, etc.)

## **PAID FAMILY MEDICAL LEAVE**

The Maine Paid Family and Medical Leave (PFML) Law rules and payroll withholdings will begin on January 1, 2025. The contribution per employee is 1% of an individual's wage rate, split between the employee and the Town. Benefits become available on May 1, 2026. The Town and Union agree as follows:

- Year 1: The Town will cover the entire 1% of the required payroll withholding for union members.
- Year 2 & 3: Union members will be responsible for one- half of one percent of the payroll withholding.

NOTE: Years 2 & 3: Should the Town decide to pay the entire amount or an amount greater than half a percent for other employees, the union would receive the same benefit.

## **MEDICAL CERTIFICATION**

An employee who has been absent for 40 consecutive hours or more of scheduled work time may be required to provide medical certification (see Attachment E) to the Town regarding the nature and extent of the employee's illness and prognosis for return to work. The Town shall have the right to obtain updates on the employee's medical condition from time to time.

## **PAID ADMINISTRATIVE LEAVE**

An employee on paid administrative leave shall be paid his/her regular base wages for the duration of the paid administrative leave. During said paid administrative leave, the employee shall not

receive holiday pay. Upon return to duty from paid administrative leave, the employee shall be paid for any holidays that occurred during the paid administrative leave, provided the employee does not receive a disciplinary action related to that administrative leave at the level of suspension or greater.

### **ADMINISTRATIVE LEAVE CRITICAL INCIDENTS**

When a police officer is placed on administrative leave after being involved in a critical incident involving the use of deadly force leading to an investigation by the Office of the Attorney General, he/she will receive their base pay during the period of administrative leave. However, after completion of the investigation, if the Attorney General determines that the use of deadly force was justified, absent sustained discipline at the level of suspension or greater for said use of deadly force, the employee will receive his or her holiday pay as well as any lost overtime. The overtime loss will be determined based upon the difference between the officer's average weekly wage over the 52 weeks prior to the administrative leave and the officer's base pay.

## **ARTICLE 17**

### **DISCIPLINARY ACTION**

A "disciplinary procedure" is a management-initiated action directed at an employee. The objective of such action is to promote the efficiency of the department. Disciplinary action may be imposed upon an employee whose work performance or conduct justifies such action.

#### **STANDING**

An employee may grieve a major or minor disciplinary action with or without the participation of the Union or its representative, as he chooses.

#### **SECTION 1**

Disciplinary action includes:

- A.) oral reprimands
- B.) minor disciplinary action (written reprimands or suspension for up to one day.)
- C.) major disciplinary action (suspension for two days or more or discharge from service.)

Minor and major disciplinary actions may be undertaken by the Chief of Police by notice in writing received by the employee not later than the effective date of the action. Notice of the suspension or discharge shall be filed with the Union president. The notice shall specify the penalty and contain a statement of the reason or reasons for the action taken against him. Suspension may be for up to thirty days; or for an indefinite period if the cause is related to pending criminal proceedings against the employee.

#### **SECTION 2**

The employee may request a preliminary meeting with the Town Manager and/or police Chief to discuss any disciplinary action.

#### **SECTION 3 - APPEAL OF DISCIPLINARY ACTION**

- A.) oral reprimands - oral reprimands are not grievable
- B.) minor disciplinary action - an employee may appeal a written reprimand or a suspension for one day by submitting a written grievance to the Town Manager, who shall hear all relevant evidence relating to the grievance *de novo*. His decision shall be final.
- C.) major disciplinary action - an employee may appeal a major disciplinary action by submitting a written grievance to the Town Manager, who shall hear all relevant evidence relating to the grievance *de novo*. The decision of the Town Manager may be appealed to an arbitrator as provided below.

Appeals of disciplinary action under this article shall follow the procedure under article 18 section 2 step B, except those appeals to arbitration shall follow the arbitration procedure under this article.

## **SECTION 4 - ARBITRATOR**

The parties shall, within five days of written notice of the employee of an appeal to an arbitrator, jointly select an arbitrator. In the event that the parties should be unable to select an arbitrator jointly, either party may request the American Arbitration Association to appoint an arbitrator. The parties shall share the expenses of the arbitrator equally.

## **SECTION 5 - SCOPE OF REVIEW**

In the case of appeals from major disciplinary action, review by the arbitrator shall be limited as follows:

- A.) the arbitrator may affirm the decision of the Town Manager
- B.) the arbitrator may remand the case for further proceedings, findings of fact, or conclusions of law.
- C.) the arbitrator may reverse or modify the decision of the Town Manager only if the Town Manager's findings, inferences, conclusions, or decisions are:
  - 1.) in violation of constitutional, statutory, or contractual provisions;
  - 2.) made upon unlawful procedure;
  - 3.) affected by bias or error of law;
  - 4.) unsupported by substantial evidence on the whole record; or
  - 5.) arbitrary, capricious, or characterized by abuse of discretion.

## **SECTION 6 - STATUTE OF LIMITATION**

Any grievance authorized by this article shall be filed in writing with the Town Manager not later than fifteen (15) working days after the time of the commencement of disciplinary action or be forever barred.

## **SECTION 7 - EFFECT OF ARBITRATOR'S DECISION; APPEAL**

The decision of the arbitrator in major disciplinary proceedings shall be final and binding on the parties, except as to those rights of appeal provided by 14 M.R.S.A. subsection 5927, et seq. (Uniform arbitration act), as amended.

Any employee found to have been either wrongfully suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other rights and conditions of employment.

## **SECTION 8 - PURGING OF ORAL AND WRITTEN REPRIMANDS**

Oral and written reprimands shall be purged from the employee's personnel record twelve and twenty-four months, respectively, from the imposition of the reprimand, provided there has not been a recurrence of similar actions within the twelve or twenty-four-month period.

## **SECTION 9 - DISCIPLINARY REHABILITATION**

The purpose of this provision is rehabilitative and not punitive. When, in the judgment of the Chief, an employee's performance is unsatisfactory, as an option to suspension or dismissal, the Chief may place such an employee on disciplinary rehabilitation for a period of up to ninety (90) days. In such a case, prior to the effective date of such rehabilitation, the Chief shall meet with the employee and provide him with written reasons of the way or ways in which his performance has been found to be unsatisfactory and outline the method by which the employee can correct the unsatisfactory performance. The placement of an employee on disciplinary rehabilitation is not grievable. During the period of rehabilitation, the Chief will provide the employee with performance evaluations every thirty (30) days, and he will make a reasonable effort to provide appropriate training and counseling for the specific problem affecting performance.

At the end of ninety (90) days the Chief may either end the disciplinary rehabilitation if the employee's performance has improved sufficiently to warrant that action or extend the period for an additional period of thirty (30) days.

## **SECTION 10 – LABOR-MANAGEMENT COMMITTEE**

The Labor Management Committee will study Articles 17 and 18 for the purpose of revising these articles into one article that is mutually agreed upon by the Committee. No change will be made without the consent of both parties. In the event that an agreement to change either or both of these articles is reached, a sidebar agreement will be executed. If no consensus is reached, the parties will address this in the next contract negotiation.

## **ARTICLE 18**

### **SETTLEMENT OF DISPUTES**

For the purpose of this article, a grievance is defined as any dispute regarding the meaning, application or interpretation of the specific terms of this agreement. The grievance procedure established herein shall not be used to effect changes in negotiated salaries and fringe benefits nor as a method of reviewing disciplinary action. All grievances shall be commenced not later than fifteen (15) working days after the following event, whichever shall occur to be later in time:

- 1.) the time of the occurrence of the event giving rise to the grievance: or
- 2.) the time the event became known to the party concerned.

All grievances not commenced within the limitations established by this section, or processed within the other time limits established herein, shall be deemed waived.

#### **GRIEVANCE AND ARBITRATION PROCEDURE**

Section (1) the purpose of the grievance procedure shall be to settle all grievances between the Town and a member of the Union as quickly as possible so as to ensure efficiency and to promote employee morale.

Section (2) a member of the Union may resort to the grievance procedure hereinafter set forth.

Step (A) The employee, with or without Union representation shall present his grievance to the Chief within fifteen (15) working days of the date of the grievance. It shall be the duty of the Chief to give the grievance full consideration and to make an effort to settle it within five (5) working days after its presentation.

If the employee presents his grievance without Union representation, the Chief will notify the Union president that the grievance has been filed, provided the grievance relates to contract provisions not arising from disciplinary actions. (The Union shall have the right to participate in all such proceedings provided in this article as a party.)

Step (B) If the grievance should remain unresolved, the grievance may be submitted to the Town Manager, in writing, within (5) working days after the response by the Chief is due. The grievance shall be submitted to the Town Manager in the following form.

- (1) a statement of the grievance;
- (2) identification of the particular section or clause of the contract which is either in dispute or the subject of an alleged contract violation;
- (3) remedial action requested where such relief is either possible or practicable.

Upon receipt of the grievance, the Town Manager shall set a meeting date within ten (10) working days at which the parties will have an opportunity to discuss the matter and present relevant information. Within five (5) working days of this meeting, the Town Manager shall render his response in writing.

Step (C) At the request of either the Town or the Union, a grievance involving the meaning, interpretation, or application of this agreement may be submitted to an arbitrator within fifteen (15) working days from the date the response of the Town Manager is due.

- (1) the arbitration proceeding shall be conducted by an arbitrator to be selected by the employer and the Union within seven (7) working days after notice has been given. In the event that the parties should be unable to select an arbitrator jointly, either party may request the American Arbitration Association to appoint an arbitrator.
- (2) the arbitrator shall have no authority to add to, subtract from, or modify the collective bargaining agreement.
- (3) a decision of the arbitrator shall be final and binding on the parties, except as to those rights of appeal provided by Maine statutes. The arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and arguments.
- (4) expenses for the arbitrator's services shall be borne equally by the employer and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause a transcript to be made, providing it pays for it and makes a copy available without charge both to the other party and to the arbitrator.

## **GRIEVANCE COMMITTEE**

Employees selected by the Union to act as Union representatives shall be known as "stewards." The names of employees selected as stewards, and the names of other Union representatives who may represent employees shall be certified, in writing, to the employer by the local Union, and the individuals so certified shall constitute the Union grievance committee.

The employer shall be available to meet at least once a month, at a mutually convenient time, with the grievance committee.

The purpose of grievance committee meetings will be to adjust pending grievances and to discuss procedures for avoiding future grievances. In addition, the committee may discuss with the employer other issues which would improve the relationship between the parties.

### **PROCESSING GRIEVANCES DURING WORKING HOURS**

The steward may investigate and process grievances during working hours, without loss of pay, but in no case shall such time off exceed a total of more than two (2) hours per week, except with permission of the Chief of Police.

## **ARTICLE 19**

### **INSURANCE AND PENSION**

#### **HEALTH INSURANCE**

After thirty (30) days service with the Town, an employee may elect to participate in health insurance coverage, for himself and his family as presently provided by the Town. Effective July 1, 2013, the Town will make group health insurance available to its employees which shall provide either equivalent or greater benefit levels than Plan PPO-500 with the HRA (Health Reimbursement Arrangement) funding described herein which is offered by the Maine Municipal Association. For those with single coverage, the HRA funding will be \$1,500 per year and for those with dependent coverage, the HRA funding will be \$3,000 per year. The Town will pay 90% of single coverage and 75% of dependent coverage.

Employees who voluntarily elect to withdraw from participation in the Town's health insurance plan may do so upon presentation of proof of coverage under another health insurance plan. Employees who elect not to enroll in the health insurance plan are eligible for a forty percent (40%) reimbursement of the premium eligibility. Payment of the forty percent (40%) premium reimbursement will be done on a biweekly basis and included in the employee's regular paycheck.

#### **DENTAL INSURANCE**

The Town will provide a dental insurance plan to employees. The plan shall provide either equivalent or greater benefit levels than the Maine municipal association, option a. The Town agrees to pay one hundred percent (100%) of the premium for single coverage. The employee will be responsible to pay the difference for family coverage if said option is desired. The family option will not be available unless sixty five percent (65%) of eligible Town employees agree to participate.

#### **SOCIAL SECURITY**

Any individual who becomes a permanent employee of the Town must participate in Social Security as a condition of employment. The employee's share shall be in the form of payroll deduction.

#### **RETIREMENT SYSTEM**

The Town of Windham will provide employees with an option to participate in a Maine State Retirement System plan or a deferred compensation retirement plan from the date of hire. If an employee participates in a Maine State Retirement System plan, he or she may participate in the deferred compensation retirement plan, but the Town will not make any contribution to the deferred compensation plan for that employee.

## **DEFERRED COMPENSATION**

The Town will equally match employee contributions, based on actual earnings allowable under the retirement plan, of seven percent (7%) or more up to and including ten percent (10%).

## **MAINE STATE RETIREMENT**

Effective July 1, 2006, the Town will provide police officers the option of participating in the Maine State Retirement System's Special Plan 4C.

The Town will not be responsible for contributions to the Maine State Retirement for any service time prior to July 1, 2006.

Effective January 1, 2018, the retirement plan for police officers will be Maine PERS Special Plan 3C.

Effective with the signing of this contract, due to the new retire-rehire provision implemented by MainePERS the following applies:

- Any retiree of a PLD employer plan must be reported to MainePERS regardless of which employer the member retired from.
- Employees hired after October 1, 2018, and still employed on July 1, 2021, who have qualified for retirement benefits under a Maine PERS retirement plan will contribute 2.5% of their compensation to MainePERS to be matched by the Town.
- Employees hired before October 1, 2018, and still employed on July 1, 2021, who have qualified for retirement benefits under a MainePERS retirement plan will contribute 2.5% of their compensation to MainePERS to be matched by the Town.

## **INCOME PROTECTION INSURANCE**

The Town will provide the income protection program available through the Maine municipal association or an equivalent. The Town will pay the premium necessary for an employee to receive a benefit level of one thousand dollars (\$1,000) monthly.

## **LONG TERM DISABILITY INSURANCE**

Effective 12/01/95 the Town will provide a long-term disability insurance plan to employees. The Town agrees to pay the premium for said long term disability insurance plan provided said cost does not exceed .5% of the annual base salary of the employee.

## **FLEXIBLE SPENDING PLANS**

Employees shall be eligible to participate in the Town's health and dependent care flexible spending plans from the date of hire.

## **ARTICLE 20**

### **GENERAL PROVISIONS**

#### **PLEDGE AGAINST DISCRIMINATION AND COERCION**

The provision of this agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, sexual preference or political affiliation. The Union shall share equally with the employer the responsibility for applying this provision of this agreement.

All references to employees in this agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

The employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, or restraint because of Union membership or because of any employee activity in an official capacity on behalf of the Union.

There shall be no discrimination, restraint, or coercion by the Town or the Union for or against any employee because of membership or non-membership in the Union.

The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.

#### **UNION BULLETIN BOARDS**

The employer agrees to furnish and maintain bulletin board in suitable and convenient places in each work area to be used by the Union.

The Union shall limit its posting of notices and bulletins to such bulletin boards.

#### **UNION ACTIVITIES ON EMPLOYER'S TIME AND PREMISES**

The employer agrees that during working hours, on the employer's premises and without loss of pay, Union representatives shall be allowed to:

- collect Union dues, initiation fees and assessments;
- post Union notices;
- attend negotiating meetings;
- transmit communications authorized by the local Union or its officers to the employer; his representative;
- consult with the employer, his representative, local Union officers or other Union representatives concerning the enforcement of any provisions of this agreement; and
- distribute Union literature,

provided that such activities will not interfere with the operation of the department.

#### **VISITS BY UNION REPRESENTATIVES**

The Town agrees that accredited representatives of the Maine association of police shall have access to the premises of the Town at any reasonable times to conduct Union business, provided that such activity shall not interfere with the operation of the department.

**ARTICLE 21**

**MANAGEMENT RIGHTS**

The Union recognizes that, except as specifically limited or abrogated by the terms and conditions of this agreement, all rights to manage, direct and supervise the operation of the police department of the Town of Windham and its employees are vested solely and exclusively in the Town.

## **ARTICLE 22**

### **WORK RULES**

The Union acknowledges the right of the Town to make appropriate rules and regulations governing the conduct of its employees, provided such rules and regulations are not inconsistent with the provisions of this agreement.

When existing rules and regulations are changes or new rules or regulations are established, they shall be posted prominently on all bulletin boards serving the Union membership for a period of ten (10) workdays before becoming effective. This section shall not apply to emergency rules and regulations, however.

The employer further agrees to furnish each employee in the unit with a copy of all existing work rules thirty (30) days after they become effective. New employees shall be provided with a copy of the rules at the time of their hiring.

Any unresolved complaints as to whether any new or existing rule is inconsistent or in conflict with the terms of this agreement or any complaint involving discrimination in the application of new or existing rules shall be resolved through the grievance procedure.

## **ARTICLE 23**

### **TRAINING**

#### **NON-DEGREE PROGRAMS**

Since both the Town as well as employee profit from education training opportunities, the Chief shall identify appropriate training programs which are available at reasonable cost to the Town, will improve employee performance, and will provide a more efficient and effective operation.

The Chief will post notice of all training programs and training schedules provided by the Maine Criminal Justice Academy on the bulletin board in the Reports Room.

Where attendance at a training program or school is not ordered by the Chief, but he authorizes and approves participation, an employee who attends such a program shall be reimbursed only for reasonable travel expenses.

Any authorized attendance at training sessions and schools by members of the Union will be done with the Town paying the reasonable costs of the lodging, meals, and travel expenses. The hours spent by an employee attending an authorized training session or school on his or her off-duty time, as directed by the Chief, shall be counted as work hours and will be eligible for overtime compensation.

#### **DEGREE PROGRAMS**

The Chief, in his discretion, may authorize attendance by personnel at courses leading to an academic degree which is directly related to their police work. When attendance at such a course would interfere with an employee's regular work schedule, the Chief will make a reasonable effort to accommodate the employee, provided that such adjustments will neither disrupt the normal operation of the department nor place an unreasonable burden on other employees.

An employee who successfully completes such a course shall be entitled to the following reimbursement of his tuition costs:

GRADE	PERCENTAGE OF REIMBURSEMENT
A	100%
B	100%
C	75%
D	0%

All other expenses of completing such a course shall be borne by the employee.

## **ARTICLE 24**

### **UNIFORM AND PROTECTIVE CLOTHING**

If any employee is required to wear a uniform, protective clothing, or any type of protective device as a condition of employment, such uniform, protective clothing, or protective device shall be furnished to the employee by the employer.

The Town will provide for six uniform cleanings per month.

In addition to the above-mentioned, employees shall be provided with boots, rain suits, winter gloves and any other foul weather clothing that is necessary. Clothing will be repaired or replaced on an as-needed basis, cost of which is to be paid for by the employer.

The above-mentioned shall be accomplished in accordance with departmental policies.

#### **PROTECTIVE VESTS**

The Town will provide all sworn police officers with protective vests and replace any vest which is beyond the guarantee regardless of budget constraints. As a condition of employment, all sergeants and patrol officers shall wear the above-mentioned protective vests during all work times, unless specifically excused by the police Chief.

#### **DETECTIVE AND CSO REIMBURSEMENT**

Detectives shall be eligible to receive up to \$1,200 per year for the reimbursement of work-related clothing. Community Services Officers (CSOs) shall be eligible to receive up to \$650 per year for the reimbursement of work-related clothing. Said amounts will be paid by separate check.

#### **DAMAGED PERSONAL PROPERTY**

The Town will reimburse the officer for items of authorized personal property damaged while in the performance of duties at the actual cash value of such items, except as provided below, provided their loss was not occasioned by negligence of the officer. The Town shall not be liable to pay more than \$150.00 for a damaged wristwatch, and its cost for replacement of eyeglasses or contact lenses shall be limited to the reasonable costs of replacing such items. The Chief's decision to award or deny damages, as well as the amount of any damages which he may award, shall not be grievable.

## **ARTICLE 25**

### **VOLUNTARY PHYSICAL FITNESS EVALUATION**

#### **PARTICIPATION IN PHYSICAL FITNESS PROGRAMS**

Employees may participate in physical fitness programs. Employees participating in such programs upon proof of participation shall be entitled to reimbursement for the costs of such programs in an amount equal to 50% of the costs, but not to exceed \$200.00 in each fiscal year.

YEAR 1: Employees are encouraged to use the fitness facilities at Public Safety to prepare for a voluntary fitness evaluation to take place in years 2 & 3 of the contract.

YEARS 2 & 3: \$500.00 stipend for passing current MCJA standards at the 50<sup>th</sup> percentile. A member of the Command Staff or designee will monitor the Cooper Standard test and report the results to Human Resources. The stipend will be included for payment in the next pay period. Said amount will be paid by separate check.

## **ARTICLE 26**

### **AMENDMENT DURING TERM OF CONTRACT**

The parties acknowledge that during the negotiations which result in the agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the Town and the Union, for the duration of this agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter preferred to or covered in this agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.

**ARTICLE 27**

**SEPARABILITY AND SAVINGS CLAUSE**

If any article or section of this contract, or if any 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 contract and if any rider thereof, or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any article or section should be finally determined judicially to be invalid, upon the request of either party, the parties affected thereby shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

**ARTICLE 28**  
**TERM OF AGREEMENT**

This agreement shall be effective from and after July 1, 2025, and shall remain in full force and in effect until June 30, 2028. It shall be automatically extended for successive one-year periods thereafter, unless either party notifies the other in writing one hundred and twenty (120) days prior to said expiration date, that it desires to modify this agreement. If said notice is given, this agreement shall remain in full force and be effective during the period of negotiations. In the event that either party desires to terminate this agreement, written notice must be given to the other party not less than ten (10) days prior to June 30, 2028.

In witness whereof, the Town has caused this agreement to be executed and its corporate seal to be affixed by its Town Manager, thereunto duly authorized, on the day of \_\_\_\_\_, 2025, and the Union has caused this instrument to be signed by its president and MAP representative, thereunto duly authorized on the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

SIGNED, SEALED AND DELIVERED      THE TOWN OF WINDHAM  
IN THE PRESENCE OF:

\_\_\_\_\_  
BY: \_\_\_\_\_  
Robert J. Burns  
Town Manager

WINDHAM POLICE ASSOCIATION      MAINE ASSOCIATION OF POLICE

BY: \_\_\_\_\_  
Its President      BY: \_\_\_\_\_  
Representative, MAP

**APPENDIX A**  
**DUES AUTHORIZATION**  
**WINDHAM POLICE ASSOCIATION**

**Membership Eligibility for the Maine Association of Police**  
*(As taken from MAP by-laws dated 06/2007)*

**Eligibility for membership in the MAINE ASSOCIATION OF POLICE shall be limited to full-time municipal law enforcement and dispatch (telecommunications) personnel within the State of Maine through local police/dispatch benefit associations. New memberships in the Association may be approved by a 2/3 majority of vote of the Executive Board of the Association, based on criteria set by the Board of Directors. If a prospective member organization does not meet the criteria set forth by the Board of Directors; membership must be approved by a majority vote of the Board of Directors.**

**Membership Eligibility for the Windham Police Association**  
*(As taken from the WPA by-laws dated 02/2011)*

Eligibility for membership in the Windham Police Association shall be limited to full-time Sergeants and Patrol Officers, who are members of the Windham Police Department. New memberships in the Association may be approved by a majority vote of the Executive Board of the Association. For the purposes of these by-laws, the term "patrol officer" shall include any sworn member of the Windham Police Department regardless of official title. Those members who have not completed their probationary period shall have only limited representation by the Association in most matters with the exception of termination proceedings.

I, \_\_\_\_\_, authorize the Town of Windham to deduct fifteen dollars (\$15.00) from my weekly earnings for the Maine Association of Police and send it to:

Windham Police Association  
375 Gray Road  
Windham, ME 04062

I, \_\_\_\_\_, authorize the Town of Windham to deduct two dollars (\$ 2.00) from my weekly earnings for the Windham Police Association and send it to:

Windham Police Association  
375 Gray Road  
Windham, ME 04062

DATE: \_\_\_\_\_

\_\_\_\_\_  
Name (Signature)

\_\_\_\_\_  
(Please Print Full Name)

**WPA Dues** were voted on and increased at the 02-17-2011 Annual Meeting from \$2.00/pay period to \$4.00/pay period.

\$2.00/wk.

\$4.00/pay period\*

\$8.00/month

\*e-board members are not obligated to pay this sum

**MAP Dues**

\$15.00/wk.

\$30.00/pay period

\$60.00/month

**APPENDIX B  
TOWN OF WINDHAM  
LEAVE SHARING POLICY**

**SEE ATTACHED**

**APPENDIX C**  
**VACATION PAYOUT REQUEST**

Pursuant to Article 11 of the Contract between the Town of Windham and the Maine Association of Police, I hereby request that the Town pay out \_\_\_\_\_ hours from my accrued vacation leave on the next pay date.

---

Printed Name

---

Signature

---

Date

---

Police Administration

---

Finance Director

## APPENDIX D



# Windham Police Association

375 Gray Road, Windham, ME 04062

[windhampoliceassociation@gmail.com](mailto:windhampoliceassociation@gmail.com)

## Authorization for Withdrawal/Opt out from the Windham Police Association and Maine Association of Police

I, \_\_\_\_\_, wish to voluntarily surrender my membership in the Windham Police Association. I understand and acknowledge that by doing so I forfeit my voting rights in regard to regular Association business. In addition, I understand and acknowledge that I can no longer belong to the Maine Association of Police or participate in functions and activities sponsored or hosted by the Maine Association of Police.

Any member who chooses not to join, or opts out of, the Union shall be entitled to representation by the Union but only upon payment of the Union of reasonable fees, including reasonable fees for employee representative services and for attorneys' fees, costs, and expenses, including arbitrators' fees and expenses, incurred by the Union. The current fee schedule of the Union non-member fees is set forth below:

Attorney Fees:	\$200.00 per hour
Field Representative Fees:	\$ 75.00 per hour

Any employee complying with these conditions shall be entitled to the Union services under the same basis and under the same terms as the Union Members. All fees are charged on the basis of minimum 15-minute periods.

This authorization form also serves as a termination order for payroll deduction for dues collected for the Windham Police Association and the Maine Association of Police.

---

Witness

---

Unit Member signature

---

Date effective

## DEFINITIONS

Where applicable, the rules of construction (1 M.R.S.A. sub-section 71) shall be observed in the interpretation of this agreement. Other terms defined in 26 M.R.S.A. sub-section 962 shall have the meaning ascribed to them by that section, except that such terms may be augmented for the purposes of this contract either herein or in the appropriate section of the contract.

- A. Bargaining unit - "bargaining unit" or "unit" means the lawful organization which has as its primary purpose the representation of members of the police department in their employment relations with the Town and which has been determined to be the representative of the unit, pursuant to the provisions of the Maine public employees labor relations law.
- B. Chief of Police - "Chief of Police" means the duly appointed Chief of the Windham police department.
- C. Employer - "employer" means the Town of Windham.
- D. Employee - "employee" has the same meaning as that provided in 26 M.R.S.A. sub-section 962 (6), except that, in addition. It shall not include "spare help," members of the Windham police reserve, nor any individual hired on a temporary basis to take the place of a permanent employee who is unable to perform his duties for any reason, but who is eligible to return to work. Upon the return of the permanent employee, the employee hired to take his place shall be terminated and shall have no rights under the terms of this agreement. None of the individuals described herein shall be entitled to any of the benefits provided by this agreement nor shall they become eligible for membership until they have been appointed a permanent employee by the Town Manager and satisfactorily completed their probationary period.
- E. Seniority - "seniority" means an employee's length of continuous service with the Town since his last date of hire.
- F. Steward - "steward" shall refer to a member of Windham police association, selected by the members of that local to represent members in matters related to this agreement.
- G. Union - "Union" means Maine Association of Police (MAP)
- H. Town - "Town" means the Town of Windham.
- I. Workday - for the purposes of Article XVII and XVIII, a "workday" shall include Monday thru Friday and shall not be construed to include Saturdays, Sundays, or holidays.
- J. Veteran of force - employee's length of full-time service with the Town