

Professionalism – Respect – Integrity – Dedication – Excellence

TOWN OF WINDHAM



WINDHAM POLICE ASSOCIATION

AGREEMENT

Town of Windham

And

Maine Association of Police

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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 cooresponding feminine terms ("she", "her", or "hers").

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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) slow downs: (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 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 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.

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ARTICLE 4

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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 ~~lieutenant-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, work days and hours shall be ~~posted on the departmental bulletin board at all times~~ 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, 2019~~6~~, July 1, 2020~~17~~ and July 1, 2021~~18~~ are indicated on the attached schedule.

~~Upon execution of this agreement each employee shall be paid a lump sum amount of \$1,000.00 gross to be paid by separate check.~~

~~Effective January 1, 2017 there will be a cost of living adjustment of 1.3%.~~

~~Effective July 1, 2017 there will be a cost of living adjustment of 1%.~~

~~Effective July 1, 2018 there will be a cost of living adjustment equal to the average 12 month year over year change in CPI-U, Northeast region, all cities, through December 2017, less the actual percentage change in Maine PERS employer contribution rate for Special Plan 3C. There will be a minimum of 1% COLA increase and a maximum of 2% COLA increase. For example, if the 12 month CPI change is 2.3%, and the MPERS contribution rate increases from 11.4% to 12.0% (a difference of 0.6%), the COLA would be 1.7% (2.3% - 0.6%).~~

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 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 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.

~~Patrol officers on Patrol Step 7 or higher who receive promotion to Sergeant shall be promoted to Sergeant Step 2 instead of Sergeant Step 1.~~

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. Under these conditions, the senior patrol officer on duty ~~s~~ shall be compensated at the rate of an additional fifty cents (\$.50) per hour for those hours on duty and in charge.

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 ~~and, but~~ will report infractions to a supervisor.

VETERAN OF FORCE DIFFERENTIAL

On the date of the first payroll following an employees 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
Patrolmen	.30	.15	.15
Sergeants	.40	.20	.20

FIELD TRAINING OFFICER STIPEND

Police officers and dispatchers who perform services as field training officers shall be compensated at the rate of an additional fifty cent (\$.50) per hour for those hours during which ~~the police officers they or dispatchers~~ are training a new officer.

EDUCATIONAL STIPEND

~~An hourly incentive of \$.10 per hour will be paid to each employee that has received a two year academic degree or equivalent. An additional \$.10 per hourly incentive will be paid to each employee that has received a four year academic degree.~~

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

AA/AS Degree: \$.10
BA/BS Degree: \$.20
MA/MS Degree: \$.30
Military Service: \$.10

Contract Years 2 & 3: An hourly incentive shall be paid as follows:

AA/AS Degree: \$.25

<u>BA/BS Degree:</u>	<u>\$.50</u>
<u>MA/MS Degree:</u>	<u>\$.75</u>
<u>Military Service:</u>	<u>\$.50</u>

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 of the officer as an emergency medical technician. An employee who successfully completes such a course 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 ~~of \$.30~~ as follows:

<u>EMT/Paramedic:</u>	<u>\$.50</u>
<u>EMT:</u>	<u>\$.40</u>

~~All employees who were employed as of 10/30/95 and were receiving a weekly stipend for EMT intermediate on 6/30/95, will continue to receive an hourly stipend of \$.35.~~

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 occasions, 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

~~At the discretion of the employer,~~ 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 time 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 two hours at the rate of time and one-half.

VACANT

ARTICLE 8-B

ARTICLE 9

ATTENDANCE IN COURT AND OTHER PROCEEDINGS

Employees who, in carrying out their official duties, are required to be present at court, either district or superior, or required to appear before a grand jury during any unscheduled working hours will be paid for all hours of actual court time at the rate of time and one-half the employee's regular rate for a minimum of four hours regardless of the number of appearances in different proceedings on the same day.

Employees shall be similarly paid when required to appear before other quasi-judicial bodies provided they have been directed by the Chief to so appear. Quasi-judicial bodies ~~is~~are defined to include DMV hearings and town meetings, including school committee meetings, when officers testify.

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 allowances 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
Luther King Day	Columbus Day
Washington's Birthday	Veterans' Day
Patriots' Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day (July 4)	Christmas Day (Dec. 25)

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.

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 be 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).

Effective January 1, 2017, Detectives and 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 on a 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 ~~forty (40)~~ 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 ~~police patrol~~ officers, ~~and eight (8) hours for dispatchers.~~

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 pay check. 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 on the form (type of form to be determined by the finance office) attached hereto as 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 ~~his or her sole discretion has the ability to award to offer to~~ a lateral hire ~~at the time of their hire~~ a one-time lump sum of ~~an additional 40 vacation hours (minimum of 40) of vacation time in the first year of hire.~~ However, thereafter after which the new employee will accrue vacation time at the rates contained within this Agreement.

ARTICLE 12

SICK LEAVE

~~Sick leave is a benefit extended to employees to provide for compensation during sick leave under prescribed circumstances. When an employee's absence is for a circumstance covered by sick leave and the employee has accrued unused sick leave available, the employee must first use sick leave. It is not intended to be used for purposes other than those prescribed; and its use for other purposes will be viewed as a serious violation of this agreement and departmental policy, and will result in disciplinary action.~~

~~Sick leave for each employee in a full-time position will be earned at the rate of one day for each full calendar month of 4,6154 hours per pay period, service and may accumulate to one hundred twenty (120) days.~~

~~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 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.~~

~~Any employee having a sick leave accumulation of more than 120 days on 9/1/87 shall be paid for all days in excess of 120 days at 50% of their then current wage. "days," as used herein, shall mean ten (10) hours per month accumulation for police officers and sergeants. In the event of a change in shift configuration, hours shall be adjusted accordingly. Such an adjustment will reflect the average shift for police officers.~~

A pregnancy leave of absence may be granted to any female employee during the third trimester of her pregnancy and extended up to ~~twelve six~~ 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 is 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 ~~granted for absences required by serious illness or disability of a member of the employee's immediate family 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-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 of 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~~Any illness or injury resulting in an absence ~~of fortyof forty~~ (40) or more consecutive ~~work hourswork hours~~. Scheduled days off will not be deemed a break in consecutive ~~work hourswork 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.

~~After five (5) years of continuous employment at the time of voluntary termination or retirement by the employee, each accumulated sick leave day, computed as described above up to one hundred twenty (120) days, shall be paid to the employee on the basis of one half regular pay.~~

When an employee has been separated because of death, the full amount of his or her accumulated sick leave, to a maximum of ~~one hundred twenty (120) days~~ one thousand hours, computed as described above, shall be paid to his or her ~~personal representative-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 of ~~time and one-half~~ \$60.00 per hour 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."

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.~~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 <u>of</u> Points	
	Written Examination	35
	Oral Examination	35
	Evaluation By <u>by</u> Chief	20
	Seniority Computed As Follows:	
	One Point Per <u>per</u> Year For <u>for</u> 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~~The questions shall be drafted in order to fairly and uniformly test each candidate. ~~the~~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 ~~permanent-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

~~Permanent-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 ~~his department head~~ 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 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.)

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~~, 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 an informal 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 that 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 months from the imposition of the reprimand, provided there has not been a recurrence of similar actions within the twelve 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. The parties hereto agree to form a labor management committee to consider restructuring and revising articles 17 and 18. 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 of 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 insure 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~~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~~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~~HRA ~~Health~~Health Reimbursement Arrangement) ~~funding described~~funding described herein which is offered by the Maine Municipal Association. For those with single coverage, the HRA funding will be \$1,~~500,000~~ per year and for those with dependent coverage, the HRA funding will be \$~~2,3,000~~ per year. ~~For the year starting on July 1, 2013, the Town will cover 100% of the single coverage and 85% of dependent coverage. In the year starting July 1, 2014, the Town will pay 95% of single coverage and 80% of dependent coverage. In the year starting on July 1, 2015,~~ 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 pay check.

DENTAL INSURANCE

~~Effective January 1, 1990, the~~ 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 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 contribute 1.5 times the amount of any employee contributions, based on actual earnings allowable under the retirement plan, to the deferred compensation retirement plan to a maximum of ten percent (10%), according to the following schedule:~~

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 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.
- 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 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) work days 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 ~~offered by pacts as well as the spring and fall~~ and training schedules provided by the Maine ~~C~~riminal ~~J~~justice ~~A~~cademy on the ~~Union~~ 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 required 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. Any employee attending a required training session or school on his off duty time, as directed by the Chief, shall be compensated at straight time for the actual hours in attendance. "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."~~

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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 ~~a cleaning allowance for all uniformed employees by providing vouchers~~ for six uniform cleanings per month.

In addition to the above-mentioned, employees shall be provided with boots, rainsuits, 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 \$1000 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 eye-glasses 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.

FLASHLIGHTS

~~The Town agrees to provide an SL-20 flashlight or equivalent for each patrol car.~~

ARTICLE 25

PHYSICAL FITNESS EVALUATION

Sworn employees may ~~be required~~choose to participate, on an annual basis, ~~to ascertain their physical fitness, in a fitness evaluation.~~ Physical fitness will be determined by successful completion of the following tests.

- (a) One-minute push-up test; and
- (b) One-minute sit-up test; and
- (c) Cardiorespiratory endurance; and
 - a. 1.5 mile run; or
 - b. 1 mile Rockport Fitness Walking Test (untimed)
- (e) body composition

PHYSICAL FITNESS TEST DESCRIPTIONS:

ONE MINUTE PUSH-UP TEST: You will assume the standard position for a push-up, which is the body rigid and straight from head to their heels (plank position) with the feet together and the hands slightly wider than shoulder-width apart in the “UP” position. An administrator will place a 3-inch measuring device on the surface directly under your chest, between and in line with the nipples of your chest. With the back and remainder of the body straight at all times, you will lower the body towards the floor until your sternum touches the 3-inch measuring device being held by the administrator’s hand. You will then push to the fully extended UP position, so that the elbows come to a near locked position. You can not wiggle to get to the UP position. This will complete one repetition. You will complete as many correct push-ups as possible in 1 minute. You may rest only in the UP position while maintaining your body in a straight position at all times during the test. If you do not touch the 3-inch measuring device or do not go all the way up, those individual push-ups do not count. If you come out of the plank position or any parts of your body touch the floor other than your hands and feet, the test is over. The test administrator will count out loud only the number of correct push-ups completed.

Scoring: *The total number of correct push-ups in 1 minute.*

ONE MINUTE SIT-UP TEST: The test will begin in the down position. You will lie down on your back with knees bent and heels flat on the same level surface that you are lying down on. A partner will hold your feet down. Your hands will be placed clasped behind your

head. Fingers are interlocked throughout the exercise. A correct sit-up is performed by sitting up until the upper body is **perpendicular** to the floor. Usually this will mean that your elbows must touch the top of your knees or extend beyond your lower legs. The complete sit-up is finished in the correct “UP” position. You will return to a full lying position (with upper back touching the floor) before starting the next sit-up. The buttocks must be kept in contact with the surface during the sit-up with no thrusting of the hips. You will perform as many sit-ups as possible in 1 minute. If your buttocks come off the floor, your fingers come unclasped, you do not come all the way up to perpendicular or your shoulders do not touch the floor, those individual sit-ups will not count. The test administrator will count out loud only the number of correct sit-ups completed.

Scoring: *Your total number of correct sit-ups in 1 minute.*

1.5 MILE RUN: You will walk, jog, run, or any combination thereof, a distance of one and one-half miles. A measured, level course will be used, such as an indoor or outdoor track. Exact distances will be indicated. A test administrator will keep record of the distance and time the employee has completed. If using a track, a testing administrator will inform the applicant at the end of each lap the cumulative running time or a visual timing device will be observable by the employee. The assigned testing administrator will count out loud the number of laps completed.

Scoring: *The time it takes to finish 1.5 miles.*

ROCKPORT FITNESS WALKING TEST: The employee is to walk as fast as possible for 1 mile. After they have completed the mile, they will immediately take their pulse rate. If a heart rate monitor is not available then they can manually count the number of beats for 10 seconds, and then multiply that by 6 to get their one minute heart rate. Note the time it took to complete the mile.

Scoring: *The time it takes to finish 1 mile.*

BODY COMPOSITION: Employee either stands on a scale like device or holds an apparatus in outstretched hands and pushes a button. Button sends a very small current of electricity through that specific part of the body. Fat acts like the rubber insulation on a wire while muscle and bone and water all conduct electricity well. The larger the drop in current, the greater the body fat percentage. **Special note: Since water and electrolytes both positively affect current flow, dehydration will cause body fat to be overestimated.*

Scoring: *Record number output of apparatus.*

SEE ATTACHMENT FOR SCORING SHEET

	MALE (40 th Percentile)	FEMALE (40 th Percentile)
FITNESS	AGE	AGE

TEST	20-29	30-39	40-49	50-59	20-29	30-39	40-49	50-59
One Minute Push-up Test	29	24	18	13	15	11	9	3
One Minute Sit-up Test	38	35	29	24	32	25	20	14
1.5 Mile Run	12:38	13:04	13:49	15:03	14:50	15:38	16:21	18:07

Each employee will receive an explanation of the test results, its relevance to the police department's current pass/fail standard, and a personal counseling session at the conclusion of the fitness evaluation, including individual exercise prescriptions based on the evaluation results.

The Chief of Police, or his designee, will be provided with a copy of all evaluation results and each employee's exercise prescription.

~~Each employee must meet or exceed each of the prescribed levels of fitness.~~

Employees who fail to meet any one of the prescribed fitness levels will not be disciplined for failure to pass, but may be required to participate in an appropriate remedial fitness program until they are able to meet the appropriate fitness level.

Reasonable provision shall be made for any known physical disability of an employee either by offering alternative tests or by permitting extension of time for taking such tests in the case of temporary disabilities.

Employees who fail any portion of the annual physical fitness test may be re-evaluated in six months after the initial test failure, and, if necessary, three months after the second test.

PARTICIPATION IN PHYSICAL FITNESS PROGRAMS

Employees may participate in physical fitness programs. Employees participating in such programs ~~whose, upon proof of~~ participation, ~~has been approved by the Chief~~ shall be entitled to reimbursement for the ~~costs~~ of such programs in an amount equal to 50% of the costs, but not to exceed \$~~110.00; 200.00~~ in each fiscal year.

**WINDHAM POLICE ASSOCIATION
PHYSICAL FITNESS EVALUATION**

Applicant's gender _____ Applicant's age _____

Overall Test Performance (circle one) PASS FAIL

Maximum Push-up Test	____ Required	____ Result	____ Pass	____ Fail
One Minute Sit-up Test	____ Required	____ Result	____ Pass	____ Fail
1.5 Mile Run	____ Required	____ Result	____ Pass	____ Fail
Rockport Fitness Walk	____ Required	____ Result		
Body Composition	____ Required	____ Result		

By signing, the evaluator attests that all information contained in this form is true and accurate.

Fitness Tester Name: _____ Signed: _____ Date: _____

FITNESS TEST	MALE (40 th Percentile)				FEMALE (40 th Percentile)			
	AGE				AGE			
	20-29	30-39	40-49	50-59	20-29	30-39	40-49	50-59
One Minute Push-up Test	29	24	18	13	15	11	9	3
One Minute Sit-up Test	38	35	29	24	32	25	20	14
1.5 Mile Run	12:38	13:04	13:49	15:03	14:50	15:38	16:21	18:07

1	:	<input type="checkbox"/>	walked
2	:	<input type="checkbox"/>	walked
3	:	<input type="checkbox"/>	walked
4	:	<input type="checkbox"/>	walked
5	:	<input type="checkbox"/>	walked
6	:	<input type="checkbox"/>	walked
Mark the lap time on each lap. Please make a notation if the applicant walks.			

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, 201~~96~~, and shall remain in full force and effect until June 30, 20~~22~~~~19~~. It shall be automatically extended for successive one-year periods thereafter, unless either party shall notify 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, 20~~22~~~~19~~.

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 _____, 201~~96~~, and the Union has caused this instrument to be signed by its president and MAP representative, thereunto duly authorized on the _____ day of _____, 201~~96~~.

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

BY: ~~Anthony T. Plante~~ Donald H. Gerrish
~~Town~~ Interim Town Manager

WINDHAM POLICE ASSOCIATION MAINE ASSOCIATION OF POLICE

BY: _____ BY: _____

Its President

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 eight dollars (\$9.00) 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
	MAP Dues	
\$9.00/wk	\$18.00/pay period	\$36.00/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 hearby 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

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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. Work day - for the purposes of Article XVII and XVIII, a "work day" 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



Appendix D

Windham Police Association

375 Gray Road, Windham, ME 04062

windhampoliceassociation@gmail.com

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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 regards 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