

AGREEMENT

between

TOWN OF LISBON

and

POLICE SERGEANTS UNIT

July 1, 2020 thru June 30, 2021

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TOWN OF LISBON  
POLICE SERGEANTS UNIT  
UNION CONTRACT

Agreement made this 18<sup>th</sup> day of May, 2021, by the Town of Lisbon (hereinafter called “the Town”) and the Fraternal Order of Police (hereinafter called “the Union”).

In consideration of the respective promises of the parties hereto and, pursuant to the provisions of M.R.S.A. Title 26, Title 9-A, and in order to increase general efficiency in the Police Department, and to promote morale, equal rights, well-being and security of the Police Department’s permanent full-time employees, it is agreed by the parties hereto as follows:

ARTICLE 1: PUBLIC SERVANTS

The individual members of the Department and of the Union are to regard themselves as public servants, and as such, they are to be governed by the highest ideals of honor and integrity in order that they may merit the respect and confidence of the general public.

ARTICLE 2: RECOGNITION

The Town hereby recognizes that the Union is the sole and exclusive bargaining representative of all permanent, full-time sergeants in the Lisbon Police Department who have completed their probationary period in accordance with §22.

ARTICLE 3: UNION SECURITY

All employees shall have the right to join the Union, except as otherwise provided herein or refrain from doing so. No employee shall be favored or discriminated against either by the Town or by the Union because of his membership in the Union or non-membership. The Union recognizes its responsibilities as bargaining agent without discrimination, interference, restraint or coercion.

Those employees who choose not to join the Union shall be subject to no payroll deduction but if the services of the Union Attorney or Representative are solicited for a grievance hearing, the employee will bear the reasonable hourly rate for these services as determined by the Union. The Union’s cost for the arbitrators or proceedings, if any, will be borne by the employee.

The Town agrees to deduct Union membership dues from the pay of those employees who individually request in writing that such deductions be made. The amount to be deducted shall be certified by the employee to the Town and the aggregate deductions of all employees shall be remitted to the Treasurer of the Union after such deductions are made no later than the 15th day of the following month after the deductions were made.

The Union agrees to indemnify and hold the Town harmless against all claims and suits which may arise by reason of any action taken in making deductions of said fair share and remitting same to the Union pursuant to this article.

Any employee who wishes to change their authorization to deduct membership dues may do so by giving written notice to the Town and to the Union. The change in status will be effective as of the next pay period.

#### ARTICLE 4: MANAGEMENT RIGHTS

- § 4.1 Nothing herein shall be construed to restrict any Constitutional, Statutory, or inherent exclusive appointing authority rights with respect to matters of general managerial policy of the Employer. The Employer retains the right and the authority to administer the business of the Lisbon Police Department and in addition to other functions and responsibilities which are not specifically modified by this Agreement, the Union shall recognize the Employer has and will retain the full right and responsibility to the operation of the department, to promulgate rules and regulations and to otherwise exercise management's rights enumerated to include but not limited to the following:
- a. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff, recall, reprimand, suspend, discharge, or discipline for just cause;
  - b. To manage and determine the location, type and number of physical facilities, equipment, programs and the work to be performed;
  - c. To determine the department's goals, objectives, programs and services, and utilize personnel in a manner designed to effectively and efficiently meet these purposes;
  - d. To determine the size and composition of the work force and each department's organizational structure, including the right to layoff employees from duty due to lack of work and lack of funds;
  - e. To determine work schedules and the necessity of overtime work and the amount required thereof, and to establish the necessary policies and procedures for all employees;
  - f. To determine when a job vacancy exists, the duties to be included in all job classifications, and the standards of quality and performance to be maintained;

- g. To determine the overall budget and uses thereof; and
- h. To maintain the security of records and other pertinent information.

§ 4.2 All rights and responsibilities of the Employer not specifically modified by this Agreement shall remain the functions of the Employer. The above-enumerated management rights shall in no event contravene the terms of this Agreement and shall be subject thereto.

#### ARTICLE 5: NO STRIKE

Strikes and slowdowns are prohibited. The Union and the Town agree that there will not be, and that the Union, its officers, members, or agents will not engage in, encourage, permit or suggest strikes, slow-downs, sick-outs, or other obstructions which may involve suspension or interference with work. Furthermore, the Union agrees to limit picketing to any one location at any one time with respect to any dispute subject to the grievance procedures outlined herein, and agrees to limit picketing which would involve suspension of or interference with the normal work of the Police Department or any other Town Department.

#### ARTICLE 6: WAGES AND COMPENSATION

§ 6.1 Wages will be paid to employees covered by this agreement in accordance with the wage schedule at Exhibit A.

From time to time the Sergeant is required to be available on weekends to advise and supervise Department operations but may not actually be called in for duty. Effective July 1, 1997, the Sergeant shall be compensated at the rate of Four (4) hours at overtime rates per weekend where availability is required.

Sergeants assigned and available for response to weekly availability will be paid nine (9) hours of their overtime rate per week where availability is required. The foregoing sentence will sunset on August 31, 2021, subject to the parties' negotiations on a successor collective bargaining agreement.

§ 6.2 Employees on official business out of town for the town shall be reimbursed for reasonable expenses for meals. This shall not include meals when out of town for the purpose of attendance at court.

§ 6.3 Employees shall be reimbursed for authorized travel at the current rate paid by the State of Maine. This shall not include travel for purposes of attendance at court.

§ 6.4 The Town shall have the right, upon hiring new employees or promoting employees within the Police Department, at its discretion, to give credit for prior supervisory law enforcement experience not to exceed a total of eight (8) years.

§ 6.5 If a Sergeant serves as the Town's Canine Officer, that Sergeant shall receive receive an additional one dollar (\$1) per hour for maintenance of his/her police canine.

## ARTICLE 7: HOURS AND OVERTIME

- § 7.1 The regular workweek and the regular workday shall be forty (40) hours and eight (8) hours (or ten (10) hours if working a 10-4 schedule, or twelve (12) hours-ten (10) hours if working a 12-10 schedule), respectively within a one hundred and sixty-eight (168) hour period. All persons may work either a schedule of five (5) eight (8) hour days or four (4) ten (10) hour days or a twelve (12) – ten (10) hour schedule within the guideline of the scheduling clause of this contract, at the discretion of the Chief. All hours actually worked in excess of forty (40) hours per week or eight (8) hours per day (or ten (10) hour per day if he is working a ten (10) hour schedule, or a twelve (12) hours-ten (10) hours if working a 12-10 schedule) shall be paid at the rate of one and one-half (1-1/2) times the base hourly rate, but not for both. The regular forty (40) hour work week shall not be shortened, provided, however, that this provision shall not be construed to be restricting, limiting, or qualifying, in any manner, the right of the Town to lay off members or to reduce the work force in accordance with the Seniority provisions of this Agreement.
- § 7.2 Employees called back to work shall receive a Three (3) hour minimum guarantee at time and one-half (1-1/2) for the work for which they are called back. If the callback occurs within Three (3) hours of the beginning of a shift to which the employee called in is assigned, then the employee shall be paid for only actual time worked (at time and one-half (1-1/2) rates) up to the start of the shift and not the minimum Three (3) hours.
- § 7.3 Any employee required during his otherwise off-duty time to appear in the Maine District, Superior, U. S. District Courts, Grand Jury or Secretary of State hearings on any matter arising out of his performance of duty, shall be compensated for hours so spent computed to the nearest one-half hour at the rate of one and one-half (1-1/2) times his basic hourly rate. Said employee shall turn over to the Town all witness fees or other payments made directly to him from the above named agencies. Any employee required during his off-duty time to appear in any of the above named agencies, shall receive a three (3) hour minimum guarantee at the time and one-half (1-1/2). Court time shall be paid to an employee and may not be taken as compensatory time. Travel time will be included in the compensation for appearances. When an employee is required to spend off-duty time on “standby” by the agencies, he shall be compensated for the hours so spent on the standby status as required by the overtime provisions of this Article. If an employee is required to be on standby status for a given day, compensation will begin at 0900 hours and standby compensation will continue until such time as the officer is called for an appearance in Court or is notified that his services will not be necessary. Standby time shall be defined as off-duty time where conditions are so circumscribed that they restrict the employee from effectively using the time for personal pursuits. Reference may be had to 29 CFR Part 553.220.
- § 7.4 Overtime work shall be distributed equally to employees working within the same job classification and shall be offered to all unit members before the overtime work may be filled by a non-unit employee. It shall be the responsibility of the Union to administer overtime assignments and to assure the availability of personnel to fill overtime assignments. Employees within this job classification may fill other positions within the department on an overtime basis

provided that all other employees eligible to fill those positions have either refused or have been determined to be unavailable. No more than eighteen (18) hours consecutively in a twenty-four (24) hour period may be worked; that period begins in the first eight (8) hours or ten (10) hours or twelve (12) hours worked.

§ 7.5 Notwithstanding the foregoing, upon a vacancy caused by retirement, termination, separation or any other cause, the shift position will be filled by other department personnel in accordance with §8.4, for a period of five (5) working days. At the expiration of five (5) working days the position may be temporarily filled with a reserve officer or dispatcher until permanently filled with a new hire. If a position is not staffed due to a long term illness or disability, then the staffing of that position shall be in accordance with past practice, whereby a reserve officer may be used upon sufficient evidence of the long term nature of the illness or disability.

§ 7.6 For the purpose of this Article, "hours worked" shall include the following:

1. hours actually worked;
2. hours compensated for by holiday base pay; and
3. hours compensated for by vacation pay.

§ 7.7 Hours and Overtime - When an sergeant works overtime hours, except for Court time under § 7.3 above, that sergeant will have a choice of being compensated monetarily or with comp time. Comp time will accrue on a one and one half for one hour worked basis.

The sergeant will designate his choice of overtime or comp time on the overtime slip. Comp time totals will be entered into the Town's computer as vacation and sick leave is currently. Sergeants can accumulate no more than eighty (80) hours comp time. Comp time requests shall be treated in the same manner as vacation requests, and shall be submitted to the Chief no less than seven (7) days prior to the date requested. Use of comp time shall be subject to FLSA Rules and Regulations. Upon separation in good standing, accumulated comp time shall be paid.

#### ARTICLE 8: SCHEDULE CHANGES

The Town retains the right to implement schedule changes as needed. However, any monthly schedule changes shall be posted a minimum of seven (7) days prior to the implementation on any such change except for special purpose assignments. Once the schedule is implemented there will be no changing of individual work shifts during the duration of the schedule. However, in an emergency situation as determined by the Chief of Police or his designated alternate the seven (7) day notice may be suspended in order to properly and safely react to the given emergency. Furthermore, when the emergency situation has ended a schedule change may be made again suspending the seven (7) day notice however only after mutual agreement between the Chief of Police or his designated alternate and the Union.

#### ARTICLE 9: DINNER BREAKS AND REST PERIODS

Dinner breaks and rest periods shall be granted to each employee at the rate of one-half (1/2) hour in each eight (8) hour shift ; rest breaks of fifteen (15) minutes shall be granted as follows: One (1)

during the first four (4 ) hours of every eight (8 ) hour shift and one (1) during the last four (4) hours of said shift or during the first five (5) hours of every ten (10) hour shift and one (1) during the last five (5) hours of a ten (10) hour shift.

No breaks shall be granted during periods of emergency operations that affect the health, safety, and welfare of any citizen.

Any employee who, for any reason, works beyond the regular quitting time into the next shift, except in an emergency situation, shall receive a fifteen (15) minute rest period before starting to work on such next shift. In addition, he shall be granted the regular rest periods that occur during the shift but not before two (2) hours of work on his second shift.

#### ARTICLE 10: HOLIDAYS

§ 10.1 The following holidays shall be paid holidays for all employees covered by this Agreement for the duration of this Agreement:

New Year's Day	Indigenous Peoples' Day
President's Day	Veteran's Day
Patriot's Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Floating holiday
Labor Day	Martin Luther King Day
Day After Thanksgiving	

§ 10.2 A holiday is defined as that period of time starting at 0001 hour and continuing through the following twenty-four (24) hour period.

§ 10.3 All employees who work on any of the above holidays shall receive, in addition to their regular pay, time and one-half (1-1/2) for all hours worked. Therefore, total for holidays if worked equals double time and one half. No holidays shall be worked, however, without prior approval of the Chief of Police. If work is required on a holiday, then the employee shall be given Fourteen (14) days notice prior to the holiday. Holidays not worked shall receive straight time pay. Hours worked for holiday purposes shall be defined as a Ten (10) hour day regardless of the work schedule of the employee.

§ 10.4 All holiday pay will be paid by the Town on the payroll for the week in which the holiday occurs or is observed by the Town.

§ 10.5 Employees must request the floating holiday, listed above, at least seven (7) days prior to the date requested. The Chief will not unreasonably deny any request, provided that floating holidays will not be approved if they require a replacement. Time and one-half (1-1/2) shall not be paid for a floating holiday.

#### ARTICLE 11: VACATIONS



- §11.1 Each member of the bargaining unit, having completed twelve (12) months service, shall be granted vacation time with pay.
- §11.2 The Town reserves the right to limit the number of employees who may take their earned vacation at any one time.
- §11.3 The Town reserves the right to refuse to grant any employee under this agreement more than two (2) consecutive weeks (80 hours) of vacation at any one time.
- §11.4 The amount of vacation time allowed will be based on the concept that forty (40) hours, regardless of the actual schedule worked, will constitute a vacation week.
- §11.5 The following vacation time allowance is based on the number of years of service completed and shall be as follows:
- Two weeks vacation (80 hours) upon one (1) year of service; (10 working days)-(8 working days if on a 4/10 schedule).
- Three weeks vacation (120 hours) upon five (5) years of service; (15 working days)-(12 working days if on a 4/10 schedule).
- Four weeks vacation (160 hours) upon twelve (12) years of service; (20 working days)-(16 working days if on a 4/10 schedule).
- Five weeks vacation (200 hours) upon eighteen (18) years of service; (25 working days)-(20 working days if on a 4/10 schedule).
- §11.6 Vacation time must be approved by the Chief, so long as he has been given a fourteen (14) day notice prior to the vacation requested. Vacation time shall not be unreasonably denied.
- §11.7 Vacation time preference will be based upon longevity/seniority vested rights.
- §11.8 Vacation time may be exchanged upon prior approval of the Chief.
- §11.9 Employees may carry over no more than five (5) days (40 hours) of vacation from year to year only with the permission of the Town Manager; such permission, will not be unreasonably withheld.
- §11.10 Any vacation time in excess of ten (10) eight hour working days or 80 hours may only be taken after each member of the unit has had the opportunity to select his/her initial ten (10) working day vacation.
- §11.11 No employee shall be entitled to work his/her vacation with pay.
- §11.12 Employees shall be allowed to take vacations in any amount of working days subject to the restrictions above in Sections 11.3 and 11.2.

§11.13 The Town will track up to 40 hours of earned paid leave annually consistent with Maine law. The first 40 hours of earned paid leave that employees use on an annual basis will be deducted from the employee's vacation or sick leave accruals.

#### ARTICLE 12: BEREAVEMENT LEAVE

§12.1 An employee shall be excused from work with pay for up to five (5) days because of death of a spouse or child.

§12.2 An employee shall be excused from work with pay for up to three (3) days because of death in his/her immediate family. "Immediate family" is defined for the purposes of this Agreement as: mother, father, sister, brother, grandparents, mother-in-law and father-in-law.

§12.3 In addition to the foregoing, employees shall be granted one (1) day from work with pay for the death of an aunt, uncle, niece, nephew, grandchild, step-parents, brother-in-law and sister-in-law.

#### ARTICLE 13: LONG TERM SICK LEAVE/EARNED TIME

§13.1 Sick leave shall accrue at the rate of ten (10) hours per month of service accumulative to a maximum of nine-hundred sixty (960) hours. For employees hired by the Town after July 1, 2013, the maximum accumulation shall be seven hundred and twenty (720) hours.

§13.2 Sick leave may be used for personal illness or incapacity, that renders an employee unable to perform the duties of his/her position.

§13.3 Reporting Time. An employee who, because of either job related or non job related illness or injury, will not be able to report for his assigned work shift shall personally report by phone or have reported by phone by another responsible person at least one (1) hour before his scheduled starting time. Failure to do so may result in leave without pay if there is not a reasonable excuse for not reporting one hour before starting time.

§13.4 Verification of Illness. A certificate by a physician indicating that an employee was unable to perform his normal duties during the time on sick leave due to a specific illness or injury may be requested for any absence of three (3) or more consecutive work days. Work days interrupted by regularly scheduled days off shall be considered consecutive. Failure of an employee to submit such proof as requested shall cause such employee's period of absence to be considered as time off without pay.

§13.5 Where it has been found that a claim for sick leave is false, pay for the absence will not be made and the employee may be subject to disciplinary action.

§13.6 For purposes of this Article, the term physician shall apply to any doctor of medicine, dentistry, chiropractic, or osteopathy licensed to practice in the State of Maine.

§13.7 When the employer believes with just cause that an employee is abusing his sick leave due to a definable pattern of sick leave abuse, the employer may request a doctor's certificate verifying any illness after one day of sick leave usage. Patterns of sick leave abuse such as the last scheduled work day, or the first scheduled work day before a day off or a holiday and a single day usage which occurs regularly shall not be tolerated and may be subject to discipline.

#### ARTICLE 14: FAMILY AND MEDICAL LEAVE

Family and medical leave under applicable State and Federal Statutes shall be without pay except that an employee who has requested leave due to his/her own illness, disability, or condition, may utilize accumulated sick leave. Any such use, however, shall not extend the maximum leave period allowed by law.

#### ARTICLE 15: INSURANCES

§15.1 The employer will provide health insurance coverage under the Maine Municipal Health Insurance Trust POS-200 Plan for all employees covered by this Agreement and for their dependents. Employees also may elect coverage at the PPO-500 level. The cost of this coverage shall be borne eighty percent (80%) by the Town and twenty percent (20%) by the Unit member. To the extent that it is available, employees may elect to purchase up to the POS-C plan. The Town shall have the right going forward to switch to a comparable or better plan and coverage, subject to a reopener to discuss the plan with Union membership, for the membership to approve the plan, which approval shall not be unreasonably withheld given comparability. The employee contribution rate will remain at twenty percent (20%). The parties agree to reopen the issue of health insurance in the second or third year of this Agreement if the Town determines the current health plan offerings may result in fines, penalties or assessments under the Affordable Care Act.

The Town will contribute to Health Reimbursement Arrangement (HRA) for those employees who elect either the POS-200 or PPO-500 level plans. The Town will fund the HRA up to the following amounts: \$500 for employees electing single coverage and \$1,000 for employees electing employee and family, employee and spouse, or employee and children coverage. The HRA may be used for co-pays in addition to deductible and coinsurance amounts.

The Town shall offer employees the opportunity to purchase dental insurance through the Maine Municipal Employees Health Trust.

The Town shall offer employees the opportunity to purchase supplemental and dependent life insurance through the Maine Municipal Employees Health Trust.

§15.2 Where an employee, who has been covered under the Town's Health Insurance Plan, or who is a new employee, has access to other adequate health insurance coverage, and elects not to be covered under the Town's Health Insurance Plan or to reduce the level of coverage will be paid the sum of Three Thousand Dollars (\$3,000.00). This sum shall be adjusted on a yearly basis in an amount equal to the annual wage increase for Bargaining Unit employees. This benefit shall be available, however, only to those employees who have demonstrated that they have adequate and acceptable coverage from another source, except that any employee whose alternate coverage

source is the Town of Lisbon or the Lisbon School Department, shall not be eligible for this benefit. This election may be made at any time but the benefit shall be prorated over the portion of the fiscal year remaining if not effective as of the beginning of the fiscal year. The payment of premium savings in lieu of health insurance will not prevent the employee from re-enrolling in the Town provided Health Insurance Plan at a later date. Re-enrollment shall be subject to the condition that the employee reimburse the Town an amount determined by dividing the premium savings paid to the employee for that fiscal year by twelve and multiplying by the remaining number of months left in that fiscal year from the time of re-enrollment to the end of the fiscal year.

[Premium benefit paid X month's left = Reimbursement]

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- §15.3 The Town shall no longer fund the cost of life insurance premiums for unit members. However, the Town shall continue to fund those unit members who are now covered, and who will continue to be covered under previously existing whole life policies.
- §15.4 Professional Liability - The Town agrees to protect, save harmless and indemnify each employee from and against all fines, penalties, loss, damage, cost and expense suffered or sustained by him or for which he may be held or become liable by reason of injury, including death, to persons or property, or other causes whatsoever, in the event an attempt should be made to hold him liable therefore in connection with the performance of his duties as a police officer, including without limitation on the foregoing, the operation of police department vehicles and equipment.

#### ARTICLE 16: PENSIONS

The Town agrees to provide retirement for the employees through MainePERS, as provided by Statute, after completion of twenty-five (25) years of service. The retirement pension shall be one currently funded by the Town which excludes any time spent on active and/or reserve status duty with the Armed Forces of the United States or the National Guard.

#### ARTICLE 17: UN-USED SICK LEAVE

- §17.1 When an employee hired prior to July 1, 2013 retires from service after twenty-five (25) years or dies he/she shall receive an amount equal to one-half (1/2) of the number of unused sick leave days accumulated based upon his/her wages at the time of separation; for an employee hired on or after July 1, 2013, he/she shall receive an amount equal to one-quarter (1/4) of the number of unused sick leave days accumulated based upon his/her wages at the time of separation. An employee hired prior to July 1, 2013 who separates from service after fifteen (15) years of continuous service shall receive an amount equal to one-half (1/2) of the number of unused sick leave days accumulated based upon his/her wage at the time of separation; for an employee hired on or after July 1, 2013, he/she shall receive an amount equal to one-quarter (1/4) of the number of unused sick leave days accumulated based upon his/her wages at the time of separation. Payment for unused sick leave upon separation after fifteen (15) years shall be paid one (1) year from the date of separation unless notice of separation is received by the Town on or before March 15<sup>th</sup>, in which case is shall be paid by the immediately following July 15<sup>th</sup> or the date of

separation whichever is later. Upon death, if an employee leaves a widow or widower, the amount shall be paid to said widow/widower. If no widow/widower exists, then payment shall be made to any children (equally) or specified next of kin. For purposes of implementation of this provision, separation shall mean leaving the service in good standing and shall not include termination.

- §17.2 Any benefits paid under this section shall not be considered as salary as it pertains to retirement benefits.
- §17.3 Any employee who does not utilize sick leave for a consecutive six (6) month period shall, at the option of the employee have a day off with pay or an additional day's pay. If the employee elects to take the day off, then it shall be at a time when a replacement at overtime is not required and shall be with a minimum of seven (7) days notice to the Chief. Each six (6) month period shall be a separate period and there shall be a maximum of two (2) days earned per year.

#### ARTICLE 18: MEMBERS RIGHTS

- §18.1 Complaints from the Public: If an employee is to be questioned concerning a citizen's complaint, then the questioning shall take place at a reasonable time during working hours. The person(s) conducting the investigation shall advise the employee that an official investigation is being conducted and shall inform him/her of the nature of the conduct which is the subject of the questioning.
- §18.2 Internal Investigations: Members of the Lisbon Police Department hold a unique status as public officers and the security of the Town and its inhabitants is dependent to a great extent upon the manner in which the department members perform their duties and in their relationships with the general public. Questions concerning the actions and performance of members of the department arise out of public contact. In such instances, prompt investigation by superior officers designated by the Chief of Police or by other outside investigatory agencies and personnel is appropriate.

It is important to all parties to assure that investigations are conducted in an appropriate manner and in a fashion which will reliably characterize the occurrence and protect the individuals rights. Toward that end, the following rules and procedure are established:

- a. The interview will be conducted at reasonable times and shall take into consideration working hours, department needs and other legitimate interests of the department. The investigator shall indicate to the officer that an official investigation is being conducted and shall inform the officer as to the nature of the investigation and to the extent appropriate, the specific alleged conduct which is the subject matter of the interrogation. During any investigation the employee shall have a right to a representative of his own choosing to accompany him during the investigation process.
- b. If the alleged conduct may involved criminal proceedings, then the employee shall be afforded all constitutional protection guaranteed under the law.

c. If the investigation is of a nature which would only result in administrative disciplinary action, the so-called Garrity Warning shall be given to the employee. If deemed appropriate by the Chief of Police, a polygraph examination of the employee may be requested. Failure to comply with any order issued as part of the investigation and failure to participate in the investigation, shall be ground for dismissal.

If a polygraph examination is agreed upon by both the Town and the employee, then the following conditions shall apply:

- (1) The Union shall be notified of the request by the town of the employee to submit to a polygraph examination;
- (2) The Union may participate in the process of selecting a polygraph examiner. The Town and the Union may provide for a list of examiners agreeable to both parties and from which a selection may be made. If, however, a good faith attempt to select an examiner agreeable to both parties is not successful, then the Town may proceed with its own examiner.
- (3) At the polygraph examination, the Union representative, with the concurrence of the employee, shall have the right to be present and to participate in the formation of the questions used for the polygraph examination. Further participation, including the right to be present during the actual examination, shall be determined by the examiner.

The investigation shall be conducted in as timely a manner as possible and the officer advised of the outcome of the investigation. At any time during the investigation, the member, at the discretion of the Chief of Police, may be placed on administrative leave with pay.

§18.3 Disciplinary Procedures: During any hearing that may result in dismissal, firing or suspension with or without pay, the employee(s) involved shall be entitled to the following:

- a. the right to know the exact nature of the charge(s);
- b. the courtesy of three (3) days written notice of the Hearing, Hearing date, time and location; and
- c. the right to consult with his representative before and during the Hearing, and to be represented at the Hearing.

No employee shall be disciplined without just cause.

§18.4 Personnel Files: No written reprimand involving alleged violations shall be placed in the member's personnel file unless the member is first given a copy of the reprimand. The member shall have an opportunity to respond to the allegations in writing. The Chief shall review both the reprimand and the contesting document and will only place the reprimand in the file upon finding just cause for the reprimand.

All discipline infractions placed in an employee's file shall remain permanently in the file.

§18.5 Any employee shall have the right to review his/her personnel file according to the requirements outlined below:

- a. any request to review personnel files must be in writing, typed on official police department stationery, and signed by the requesting employee;
- b. any such request will be honored by the Chief upon receipt as long as the request is made during the day shift and the Chief is not otherwise preoccupied by Departmental business;
- c. the Chief shall establish a time and date for the review of the requesting file but shall not unreasonably schedule such a review. The time for review will be during normal working hours of the Town Office;
- d. if the date and time arranged is not during the working hours of the employee, the employee will not receive compensation for the time involved.

§18.6 Access to Information: The Town agrees to provide all reasonable access to information in connection with disciplinary matters to Union personnel. The Union, when authorized by the employee, may request available information that is not otherwise privileged or subject to provisions of confidentiality. Any request made by the Union shall be with the full authority of the employee and shall specify the documents requested, if known, or the specific nature of the information requested. The Town, at its discretion, may provide copies of requested documentation in lieu of providing access, however, if access is specifically requested, by the Union, it shall not be denied.

#### ARTICLE 19: UNION BUSINESS

§19.1 The Fraternal Order of Police will keep the Chief of Police currently informed in writing of the names of the Union's representatives who are:

- a. authorized to represent the union in meetings with Town representatives, and/or
- b. authorized to request excused absences.

§19.2 Authorized members of the Union may be granted time off for Union activities to meet with appropriate Town officials during working hours if excused in advance. Permission may be granted by the Chief or his designated alternate.

§19.3 The period of excused absence for union activities shall be used primarily for the purpose of enabling the Union representative to carry on Union activities which directly concern the relations with the Town.

#### ARTICLE 20: GRIEVANCE PROCEDURES

§20.1 Grievances, which for the purposes of the Agreement shall be defined as disputes with respect to interpretations or applications of specific terms of this Agreement, shall be processed in the following manner:

- a. Any employee who believes that he or she has been grieved shall first present the grievance orally within five (5) working days of its occurrence, or from the date when the member should reasonably have been expected to be aware of the event which gave rise to the grievance, to the Chief or his designated alternate, whereupon a reasonable effort shall be made to resolve the grievance, informally, within five (5) working days of the member's oral presentation. The employee shall notify the Business Agent for the Fraternal Order of Police prior to filing the grievance with the Chief and shall certify that at the time of the filing the notification has been made.
- b. If the employee is not satisfied with the decision rendered in 22.1(a) above the Union shall reduce the grievance to writing and submit it to the Chief within five (5) working days of the member's oral presentation. The grievance shall contain a concise statement of the events allegedly giving rise to the grievance and the alleged violation.

The Chief shall respond in writing to the member's grievance within five (5) working days of receipt of the written grievance.

- c. If the decision of the Chief is not satisfactory to the employee, the Union may appeal the grievance in writing to the Town Manager within three (3) working days. The Town Manager shall render his decision in writing to the employee, the Union, the Selectmen, and the Chief within five (5) working days of the date the written grievance was received.
- d. If the grievance is still unsettled either party (Town or Union) may within ten (10) working days after the Town Manager's decision is due, by written notice to the other party, request arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by the Town and the Union within five (5) working days after notification has been given.

If the parties fail to agree on an arbitrator, either may request the Maine Board of Conciliation and Arbitration to provide an arbitrator in accordance with the Maine Board rules. The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue his/her decision within thirty (30) calendar days after the conclusion of the testimony and argument.

Expenses for the arbitrator's services and the proceeding shall be borne equally by the Town and the Union. However, each party shall be responsible for compensating its own representative and witness.

- e. Grievances not processed within the time periods provided by this Article shall be deemed waived unless both parties agree mutually to exceptions.



- f. Working days for the purpose of this Article are Monday through Friday, exclusive of holidays.
- g. The arbitrator shall have no power to add to, subtract from, or in any manner alter the specific terms of this contract or to make any award requiring the commission of any act prohibited by law or make any award that itself is contrary to law or violates any of the terms and conditions of this contract. The parties, however, reserve the right, by agreement of both parties, to submit specific issues to the arbitration process.

#### ARTICLE 21: SENIORITY

- §21.1 Seniority is defined as continuous service with the Department from the date of swearing.
- §21.2 The probationary period will not be counted for seniority until satisfactory completion of the employee's probation period.
- §21.3 Lay-offs of employees shall be within job assignments and shall be in the inverse order of seniority.
- §21.4 No new employee shall be hired until all employees who have been on lay-off status up to twelve (12) months have been offered the opportunity to be rehired.
- §21.5 Upon notification of recall from lay-off, the employee shall notify the Town as to whether or not he/she intends to return to the employment of the Town, and the date of that re-employment which shall be no more than two (2) weeks from the date of notice or recall.
- §21.6 An employee shall break his seniority only by the following:
  - 1. A voluntary separation of service.
  - 2. Discharge for just cause.
  - 3. Absence from work without just cause for three consecutive days without notifying the employer.
  - 4. Fails to respond to a notification of recall from lay-off pursuant to Article 22.5.
  - 5. Accepts a position outside of the employer's service.
  - 6. Accepts a position outside the bargaining unit within the employer's service and does not return to a vacancy within the employer's bargaining unit for a period of six (6) months beginning with the date the employee left the position in the bargaining unit.

#### ARTICLE 22: APPOINTMENTS - PROBATIONARY PERIOD

All original appointments or promotions to the position of sergeant in the Lisbon Police Department shall be probationary for the periods described below:

- §22.1 Newly hired sergeants shall serve a one (1) year probationary period beginning on the date of certification from the Maine Criminal Justice Academy or the date that the MCJA Board of

Trustees waives the basic training requirements or from the date of hire if the sergeant is Maine Criminal Justice Academy certified.

§22.2 Officers promoted to sergeant that have completed and successfully passed the basic recruit training and Maine Police Academy –one (1) year.

§22.3 These probationary periods may be extended by mutual consent of the Town and the Union.

#### ARTICLE 23: TRAINING SESSIONS

§23.1 Mandatory training outside of the employee's normal work schedule must be approved in advance, and will be paid at time and one half.

§23.2 The Town reserves the right to hold monthly Departmental Meetings to outline policies and procedures at which patrol officers will be obligated to attend. Sergeants shall be paid for departmental meetings in accordance with the provisions for training time outlined in Section 23.1

§23.3 Sergeants attending the Basic Maine Criminal Justice Academy program may be required to work on a weekend in an emergency situation as determined by the Chief of Police or his designated alternate. Sergeants shall be compensated at appropriate rates.

#### ARTICLE 24: TRAINING AGREEMENT

Both parties to this Agreement recognize the requirements of State Law that all police officers receive mandatory training at the Maine Criminal Justice Academy. These parties further recognize that new hires may not have the required training and that such training must be provided by the Town. The parties further understand that there are applicable provisions for reimbursement of those training expenses upon separation from the service where that individual is employed by another State of Maine Enforcement Agency. Those provisions however do not address the circumstances where a law enforcement officer leaves the service and is employed out of the State or leaves the law enforcement entirely in terms of reimbursement associated with mandatory training. Under these circumstances the parties agree that the Town is permitted to require a new employee who requires mandatory training, to enter into a training agreement with the Town which will require reimbursement of all or a portion of the Town's expenses for training this individual, in accordance with then applicable State formulas which would be applied to the employee who transfers to another law enforcement agency.

#### ARTICLE 25: EDUCATIONAL INCENTIVE PLAN

In order to encourage professional and academic development, the Town agrees to pay all or a portion for the cost of courses, including tuition and supplies, for bachelors or associates level courses related to the field of law enforcement or public administration. [Employees in the bargaining unit as of July 1, 2013, shall be eligible for reimbursement for masters level courses.] In order to be eligible for reimbursement, employees must give written notice of intent to take a specific course to the Police Chief by March 1 preceding the fiscal year in which the course will be taken. Reimbursement will be limited to 2 courses per fiscal year for any one employee. Tuition payments will be capped at University of

Maine rates. Such payments shall be made upon successful completion of the course with a grade of no less than "B".

Bargaining Unit members who currently hold or during the term of this Contract acquire an Associate or Bachelor's degree in criminal justice, police administration, criminalistics, criminology, public administration, sociology, psychology, or business administration with a concentration on human resource development, shall be entitled to a stipend of Five Hundred Dollars (\$500.00) for an Associate degree or One Thousand Dollars (\$1,000.00) for a Bachelor's degree. There shall be added to the bargaining unit member's base rate of pay at the rate of Twenty-Four Cents (\$.24) per hour for the Associate degree and Forty-Eight Cents (\$.48) per hour for the Bachelor's degree.

#### ARTICLE 26: ANNUAL PHYSICALS

§26.1 The Town may provide an annual physical examination for sergeants. The Town shall limit the cost of such exams to a maximum of \$75.00 per annual physical. The physician shall be selected by the Town thereby insuring the aforementioned maximum expense. Notwithstanding the foregoing, if during the course of the annual physical, the physician selected by the Town determines that the employee should have further examinations, the Town may require such examination at its cost.

§26.2 The Town may establish physical standards that all sergeants shall satisfactorily meet. Such standards shall be submitted to the Union for its review and approval before implementation.

§26.3 All new employees shall be required to submit to and satisfactorily pass a physical examination.

§26.4 The Town shall be given the results of all physical exams. The physical exam form agreed upon at the time of the implementation of this contract shall be used through the duration of the contract.

#### ARTICLE 27: PHYSICAL STANDARDS

All sworn members are encouraged to maintain a level of physical fitness appropriate to the demands of police work. No smoking will be permitted by any employee while on duty, except during permitted breaks and in duly designated areas.

#### ARTICLE 28: INJURIES OR ILLNESS IN LINE OF DUTY

Any employee who sustains a compensable illness or injury which arises out of an in the course of his/her employment shall be paid during each week of the incapacity resulting from the injury or illness, an amount sufficient, when added to the weekly payment of Worker's Compensation paid under the laws of the State, to equal his/her weekly salary or normal wage.

Any injured employee may request on forms provided by the Town that the Town begin full payment of salary immediately to ensure that there will be no delay in Worker's Compensation benefits.

The employee, however, must stipulate to reimbursement of such payments to the Town upon receipt of Worker's Compensation payments.

Such additional payments by the Town shall not be continued beyond twelve (12) work weeks except upon an order passed by the Town Council. No additional payments shall be made in any instance when, in the opinion of the Chief and the Town Manager, the accident occurred as a result of intoxication, willful intent, violation of rules and regulations on the part of the employee, or while the employee is in the employ of any other person, firm or corporation. Non-payment of said benefits for the reasons outlined above shall not be unreasonably denied without just cause and shall be subject to the Grievance procedure outlined in the Agreement.

#### ARTICLE 29: HEALTH AND SAFETY

The Fraternal Order of Police recognizes the right of the Town to establish reasonable rules and regulations for the safe, sanitary and efficient conduct of the Town's business and reasonable penalties for the violation of such rules and regulations.

The Town is responsible for meeting safety standards which are considered to be minimum standards required by the Occupational Safety and Health Act of 1970 as well as other Federal and State Laws. Noncompliance with the act may result in fine and penalty to the Town.

Proper safety devices shall be provided by the Town for all employees engaged in work where such devices are necessary. Such devices, where provided, must be used as intended.

If a member of the Union deems his vehicles or equipment to be unsafe, he shall notify his superior who, in turn, shall arrange for or conduct an appropriate inspection and shall determine whether vehicle or equipment is safe for use.

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

#### ARTICLE 30: CLOTHING ALLOWANCE AND EQUIPMENT

- §30.1 Each sergeant in the unit shall purchase uniforms, uniform accessories, including footwear, and equipment to be used in the performance of their duties on an "as need" basis, subject to the clothing allowances listed below in Section 30.5.
- §30.2 The Town shall provide uniform cleaning for each unit member, and shall have the right to contract with a cleaning establishment in order to provide this cleaning. Uniform cleaning for each unit member shall be equivalent to two and one-half (2 1/2) sets per week.
- §30.3 The Town agrees to replace police or civilian clothing or equipment damaged or destroyed in the line of duty.

§30.4 All uniforms and equipment, as defined in §30.1, and issued by the Town shall remain the property of the Town and shall be returned upon separation.

§30.5 The clothing allowance for uniformed and non-uniformed Sergeants shall be Eight Hundred Dollars (\$800.00). This allowance may be used to provide civilian clothes necessary for court appearances.

#### ARTICLE 31: RESIDENCE CLAUSE

All present and future sergeants covered by this agreement shall be required to locate their primary residence within forty-five (45) minutes (portal to portal at legal speed limits) distance from Lisbon Police Headquarters. All employees shall comply with this provision within their probationary period as defined in Article 23. Failure to comply with this Article shall be grounds for dismissal.

All employees will provide their own transportation to and from the police station.

#### ARTICLE 32: SPECIAL JOBS

"Special Jobs" are defined as those non-patrol assignments not regularly performed such as private functions, dances, sporting events, etc. Each officer including non-unit supervisory personnel shall have equal opportunity to work his fair share of special duty. In the event that all regular, permanent full-time police officers have refused any special job assignment, it may then be offered to Reserve Officers.

Special jobs shall be worked at the rate of time and a half the Unit members regular hourly pay with a three (3) hour minimum guarantee. It is understood that these rates, together with any Town administrative expenses that may be applicable, shall be paid by the party requesting the service and time spent shall be considered hours worked for the purposes of determining the applicability of overtime rates.

If an employee works beyond the three (3) hour minimum that time will be compensated in one-half (1/2) hour segments.

#### ARTICLE 33: NON-DISCRIMINATION

Neither the Town nor the Union shall unlawfully discriminate against any employee because of such employee's race, color, religion, sex, national origin or age.

The use of the masculine or feminine gender in this Agreement shall be construed as including both genders and not as restrictions on the basis of sex unless the contract clearly requires a different language construction.

#### ARTICLE 34: SAVINGS CLAUSE

If any provision of this Agreement shall be contrary to any law, such invalidity shall not affect the validity of the remaining provisions of this Agreement.



ARTICLE 35: DURATION

Except as otherwise herein specifically stated, this Agreement shall be effective as of the first day of July, 2020 and shall remain in full force and effect until the thirtieth day of June, 2021. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing one-hundred and twenty (120) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than thirty (30) days prior to the anniversary date hereof. This agreement shall remain in full force and effect during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the following manner. 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 the desired termination date, which said date shall not be before June 30, 2021.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands this \_\_\_\_\_ day of May, 2021.

FOR THE UNION:

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Witness:

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Witness:

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Witness:

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Witness:

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FOR THE TOWN:

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Witness:

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Allen Ward, Chairman

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Witness:

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Don Fellows, Vice Chairman

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Witness:

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Norm Albert

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Witness:

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Jeffrey Ganong

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Witness:

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Kasie Kolbe

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Witness:

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Fern Larochelle

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Witness:

\_\_\_\_\_  
Mark Lunt