

AGREEMENT

BY AND BETWEEN

TOWN OF SABATTUS, MAINE

AND THE

**FRATERNAL ORDER OF
POLICE**

JANUARY 1, 2022 – DECEMBER 31, 2025

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This Agreement is entered into between the Town of Sabattus, (hereinafter, "the Town" or "Employer") and Sabattus Police Benevolent Association Local 607, a member of the New England Police Benevolent Association, Inc. (hereinafter, "the Union").

ARTICLE 1 - PREAMBLE

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

ARTICLE 2 - RECOGNITION

- A. The Town recognizes the Union as the sole and exclusive bargaining agent for the purpose of negotiating wages, hours, and working conditions for all its eligible employees within the bargaining unit in the Police Department. This unit contains all existing and future classifications between the ranks of Patrol Officer, up to and including the rank of Sergeant.
- B. Upon the creation of any new position that would fall within the classifications covered by this contract, the Town shall notify the Union before implementing the position. Both the Town and Union agree that this contract may be opened for the purpose of negotiating issues regarding wages and benefits that will be involved with this position. Only those articles affected by the creation of the position will be involved in the opening of this contract.

ARTICLE 3 - UNION SECURITY

The Town shall promptly notify the Union of the name and address of each employee who enters the bargaining unit.

- A. All employees shall have the right to join the Union or refrain from doing so except as otherwise provided herein. No employees shall be favored or discriminated against either by the Town or by the Union because of membership or non-membership in the Union. The Union recognizes its responsibilities as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.
- B. All employees who are currently in the bargaining unit, or who enter into the bargaining unit subsequent to the effective date of this agreement, shall during the term of this agreement be required to pay to the Union monthly dues. The obligation to pay such an amount shall begin on the first day of each month following the thirtieth calendar day after achieving bargaining unit status, or the first day of the month following the thirtieth calendar day after the effective date of this agreement, whichever is later.
- D. In the event this provision for Union Security shall be declared to be invalid by any tribunal of competent jurisdiction, the Union shall indemnify and hold harmless the Town from any and all damages, restitution of amounts paid hereunder, or other monetary liability which may accrue against the Town by virtue of this provision.

- E. The Town shall deduct regular monthly dues and initiation fees upon receipt of signed authorizations from the members (a copy of which is retained by the Town) and a certified statement from the Secretary-Treasurer of the Local Union as to the amount for dues. The Town shall forward all such dues so collected to the Secretary-Treasurer of the Local Union before the fifteenth of the month following the month in which deductions were made.

ARTICLE 4 - MANAGEMENT RIGHTS

The Town retains all rights and authority to manage and direct the department, its operations, and its employees except as otherwise specifically provided in this agreement.

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

ARTICLE 5 – ACCESS TO PREMISES

Authorized representatives of the Union may enter Town premises during normal working hours for the purpose of investigating pending disputes and for the purpose of carrying into effect the provisions of this Agreement. Such visits by such representatives shall be arranged by the permission of the Chief of Police and shall not interfere with departmental operations. The Town may require the showing of positive identification.

ARTICLE 6 – PRESIDENT AND ALTERNATES

- A. The Town recognizes the right of the Union to designate one (1) President and one (1) Alternate. The authority of the President and Alternate so designated by the Union shall be limited to, and shall not exceed, the following duties:
1. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement;
 2. The collection of dues authorized by appropriate Local Union action;
 3. The transmission of such messages and information that shall originate with and are authorized by the Local Union or its officers, provided such messages and information have been reduced to writing.
- B. The time spent by the President or Alternate during regular working hours in carrying out the authorized duties and activities described in this Article shall be by permission of the Chief of Police and shall be limited to two (2) hours per week for the President and Alternate combined. The Alternate shall serve only in the President's absence from work for his shift. Such time spent in the duties and activities described in this Article shall be considered time worked. C. With the permission of the Chief of Police, the President (or the Alternate) may be allowed time off, without pay, to attend official Union functions (such as an annual convention) for up to three (3) shifts per year provided that the request is made in writing at least five (5) working days in advance of such function, there is no disruption of departmental operations, and provided that the Town does not incur any expenses as a result of the absence of said President or Alternate.

ARTICLE 7 – BULLETIN BOARDS

The Town agrees to provide suitable space for and maintain a bulletin board in a suitable work location. The Union shall limit its use of the bulletin board to official Union business such as meeting notices and Union bulletins.

ARTICLE 8 – GRIEVANCE PROCEDURE

- A. Purpose. The purpose of the Grievance Procedure shall be to settle grievances on as low a level as possible to insure efficiency and employee morale. Complaints, disputes, or controversies of any kind, which arise between one or more employees and the Town or its agents concerning the working conditions, hours of work, wages, fringe benefits, or rate of pay referred to in this Agreement, or which are provided for by any statute, charter provision, ordinance, rule, regulation or policy, which is not in conflict with this Agreement may be processed as a grievance under the following procedure.
- B. Grievance Committee. There shall be established a permanent Grievance Committee according to the By-Laws of the Association. The Committee shall, after it is established, inform the Chief in writing of the names of the members of the Committee and of any changes in the membership or chairmanship of the Committee.
- C. Step 1 - The aggrieved employee must present the grievance to the President or Alternate within five (5) working days of knowledge of the grievance or the reason for the grievance has occurred.
- D. Step 2 - The President or Alternate shall take up the grievance with the Chief of Police. If the President and the Chief of Police have not resolved the grievance within five (5) working days after the meeting between the grievant, President, and Chief of Police, the President shall submit such grievance in writing to the Union Business Representative and the Chief of Police. The Chief of Police will respond in writing within five (5) working days or receipt of the grievance.
- E. Step 3 - If the grievance is not resolved in Step 2, the aggrieved employee shall present his/her grievance in writing to the Grievance Committee. The Committee shall investigate all grievances submitted and shall make every effort to resolve the same in a just and amicable fashion. The Committee shall by majority vote authorize any of the following:
1. Dismiss or resolve the grievance, or
 2. Submit the grievance in writing to the Town Manager, or in his/her absence, their designee, within ten (10) working days after the written response of the Chief of Police is due. The Town Manager shall meet with the Grievance Committee within ten (10) working days from the time the grievance is presented to him/her. After the Town Manager has given the grievance his/her diligent and careful consideration and shall render his decision in writing to the Chairman of the Grievance Committee not later than ten (10) working days after the meeting.
- F. The time limits for the processing of the grievance may be extended by written consent of both parties. All grievances shall be initiated not later than (30) thirty days after the occurrence of first knowledge of the event giving rise to the grievance (45) forty-five days if economic issues are involved.
- G. The Town Manager shall provide to the Local Union or its authorized representative, time sheets and other records pertaining to the computation of compensation of any person who pay is in dispute or records pertaining to a specific grievance.
- H. In the event the decision of the Town Manager as rendered pursuant to subsection (E) hereof is not acceptable to the Union, the Union may, within ten (10) working days file with the Board of Selectman an appeal of the Town Manager's ruling on the grievance. The Board of Selectmen shall make a determination of the appeal within ten (10) working days of the grievance hearing.
- I. In the event the decision of the Board of Selectmen as rendered pursuant to subsection (I) hereof is not acceptable to the Union, the Union may within thirty (30) working days file a request with the Maine Board of Arbitration and Conciliation for arbitration of the grievance.

- J. The arbitrator shall have no authority to amend, modify, nullify, ignore, add to, or subtract from the specific provisions of this agreement. S/he shall only consider and make a decision with respect to the specific issue submitted to him/her by the parties, and shall have no authority to make a decision on any other issue not so submitted. The Arbitrator's decision shall be final and binding on the parties and the Arbitrator shall be requested to issue the decision within (30) thirty days after the conclusion of testimony and final argument.
- K. Expenses for the Arbitrator's services and the proceedings shall be borne equally by the Town and the Union. However, each party shall be responsible for compensating its own representative and witnesses. If either party desires a verbatim record of the proceedings, it may cause a record to be made providing the requesting party pays for the record and makes copies available without charge to the other party and the Arbitrator. The time limits for processing grievances may be extended by written consent of both parties.
- L. Should the Town feel aggrieved as the result of the interpretation or application by the Union of any provision in this Agreement, the Town may seek adjustment of said grievance in the foregoing manner, except that the procedure may be initiated at step (D).

ARTICLE 9 – WORK RULES AND DISCIPLINE

The Town may adopt or amend reasonable work rules from time to time during the life of this Agreement. All rules or amendments thereto shall be posted on the bulletin board for a period of ten (10) calendar days prior to becoming effective except in case of emergency. It shall be the responsibility of the employees to read the bulletin board daily.

Employees are required to abide by the terms of this Agreement and to comply with such reasonable rules and regulations as the Town may adopt which are inconsistent with this Agreement. Should there be any doubt as to the employee's obligations s/he shall comply with the rules and then grieve if s/he feels s/he has been wronged. All suspensions/discharges shall be for just cause and shall be stated in writing and given in hand to the affected employee. A copy will be forwarded to the Union President and the Union within five (5) working days of the date action was taken.

Any member who has completed his/her working probationary period charged with a violation of Town and/or Departmental Rules and Regulations shall be entitled to a hearing prior to the issuance of any disciplinary action. The Chief shall hold disciplinary hearings that involve all violations of Town and/or Department Rules and Regulations, unless waived by the involved employee. At the hearing before the Chief of Police, the employee shall be given sufficient notice of the pre disciplinary hearing date and shall be given time to allow him/her an opportunity to consult legal counsel, conduct an investigation, and prepare a defense. At the hearing, the employee may be accompanied by legal counsel and/or a representative of the Union. The employee shall have the right to confer with his/her counsel at any time during the hearing and shall have the right to have his/her counsel speak on his/her behalf. The employee shall have access prior to the hearing to all information and/or documents upon which the contemplated discipline is based unless, in the judgment of the Chief of Police, circumstances warrant anonymity until the investigation is completed and adjudicated.

All oral reprimands shall remain in the employee's personnel file for a period not greater than one (1) year after the incident, unless during that year the employee has had subsequent disciplinary action taken against him/her involving other incidents of similar nature and severity. Under no circumstances shall the oral reprimand remain in the employee's personnel file for more than two (2) years. All written reprimands shall be removed from the personnel file and destroyed two (2) years after the incident involved, unless during that period of time the member has had subsequent disciplinary

action taken against him/her involving other incidents of similar nature and severity. Under no circumstances shall the written reprimand or report of disciplinary action remain in the employee's personnel file for more than three (3) years. All records documenting the suspension of an employee for five (5) days or less shall be removed from the personnel file and destroyed three (3) years after the incident involved, unless during that period of time the employee has had subsequent disciplinary action taken against him/her involving other incidents of similar nature and severity. Under no circumstances shall the written reprimand or report of the disciplinary action remain in the employee's personnel file and/or records for more than five (5) years. All records documenting the suspension of an employee for greater than five (5) days shall be removed from the personnel file and destroyed five (5) years after the incident involved, unless during that period of time the employee has had subsequent disciplinary action taken against him/her involving other incidents of similar nature and severity. Under no circumstances shall the written reprimand or report of the disciplinary action remain in the member's personnel file and/or records for more than seven (7) years.

It is agreed that any employee may be suspended without pay if said employee's right to operate a motor vehicle in the State of Maine is suspended or revoked, and shall receive no seniority time during such suspension. Restoration to service shall depend upon maintaining or obtaining the right to operate a motor vehicle in the State of Maine.

Personnel records shall include any record or file, except Internal Affairs cases, that contain any information which can affect the employee's employment, promotion, or any other condition of employment wherever that record is located. Employees shall, upon written request to the Chief, have access to all such records and shall have the right to have such records copied and/or purged according to the foregoing provisions.

If an employee disagrees with any information in his/her file, s/he may write a rebuttal and have it attached to the document in his/her file.

Disciplinary Action or Measures Shall Include the Following:

- 1 - Oral Reprimand
- 2 - Written Reprimand) These measures need not be
- 3 - Disciplinary Probation) applied in sequence depending
- 4 - Suspension) on the infraction.
- 5 - Discharge)

Actions prohibited by Standard Operating Procedures or failure to perform required actions outlined in Standard Operating Procedures (also known as Rules & Regulations and General Orders) are subject to the Disciplinary Actions described above

ARTICLE 10 – COMPLAINTS AGAINST AN OFFICER

A. PROCEDURES - GENERAL

1. Receipt of complaints

- a. Complaints, regardless of nature, can be lodged in person, by mail, or by phone at any time. As part of the follow-up investigative activity, persons making complaints by mail or phone will normally be interviewed and a written signed complaint prepared. Anonymous

complaints will be followed up to the extent possible.

- b. Every effort shall be made to facilitate the convenient, courteous and prompt receipt and processing of citizen complaints. An employee of the Department who interferes with, discourages, or delays the making of such complaints shall be subject to disciplinary action.
- c. Normally, a citizen with a complaint will be referred to the Chief of Police who will assist the citizen in recording pertinent information. The Chief of Police may assign a supervisor, if appropriate, to conduct a preliminary investigation.
- d. If the Sergeant or other investigator(s) determine(s) that the complainant is apparently under the influence of an intoxicant or drug, or is apparently suffering from a mental disorder, or displays any other trait or condition bearing on his/her credibility, the investigator(s) shall note such conditions on the reverse side of the complaint form. Any visible marks or injuries relative to the allegation shall be noted and photographed.
- e. Prisoners or arrestees may also make complaints, although circumstances may require a department representative to meet the complainant at a jail or prison for an interview. If appropriate, the police representative will have photographs taken of the prisoner's injuries.
- f. A department member receiving a citizen complaint through the U.S. mail shall place the correspondence and envelope in a separate sealed envelope and forward it to the Chief of Police, who will determine investigative responsibility.
- g. Complaints received by telephone by dispatchers or other employees will be courteously and promptly referred to the Chief of Police. The dispatcher or employee shall record the name and telephone number of the complainant and state that the Chief of Police or, if unavailable, Lieutenant shall call back as soon as practicable.
- h. Complaints will not normally be accepted more than thirty (30) days after the alleged incident, with the following exceptions:
 - (1) When the act complained of is a criminal violation in which case the criminal statute of limitations will prevail.
 - (2) When the complaining person can show good cause for not making the complaint earlier.
- i. This procedure may also be used when department employees desire to enter a complaint against any other employee governed by this order.

2. Disposition of complaints

The Chief of Police shall:

- a. Notify the complainant in writing as soon as practicable that the department acknowledges receipt of the complaint, that the complaint is under investigation, that the investigation will be completed within thirty (30) days, and that the complainant will be advised of the outcome to the extent the Town is not legally prohibited from disclosing certain information by law. If the investigation exceeds thirty (30) days, the Chief of Police shall write the complainant and the involved officer a letter explaining the circumstances of the delay.
- b. Maintain in a secure area a record of all complaints against the Department and its employees and protect the confidentiality in accordance with Title 5, paragraph 7070A. Complaint files will be separate from personnel files.

3. Disposition of Serious Complaints:

In cases involving allegations of excessive force, violation of Civil Rights or gross dereliction of duty or criminal activity, the Chief of Police shall:

- a. Assign a supervisor or appropriate outside Law Enforcement Agency to investigate such

allegations.

- b. Ensure that the investigation is conducted in accordance with the union contract, contemporary legal, professional, personnel, administration, and procedural standards.
- c. Maintain close liaison with the District Attorney or the Attorney General's Office when investigating alleged criminal conduct. Where liability is at issue, the Chief shall similarly maintain contact with the Town Manager and Town attorney.
- d. Take appropriate disciplinary action following the investigation.

B. PROCEDURES - INVESTIGATIVE

Two types of investigations may take place: administrative or criminal. Different rules govern interviews of employees in each case.

1. Interview for administrative purposes

If the Chief of Police wishes to compel an employee to answer questions directly related to his/her official duties and the chief is willing to forego the use of such answers in a criminal prosecution, the Chief of Police or another interviewer shall advise the employee that:

- a. The purpose of the interview is to obtain information to determine whether disciplinary action is warranted. The answers obtained may be used in disciplinary proceedings resulting in reprimand, demotion, suspension, or dismissal.
- b. All questions specifically related to employment must be fully and truthfully answered. Refusal to answer may result in disciplinary action.
- c. No answers given or any information obtained by reason of such statements may be admissible against the employee in any criminal proceeding. Read to the employee the following:

"I wish to advise you that you are being questioned as part of an official investigation of the Sabattus Police Department. You will be asked questions specifically directed and narrowly related to the performance of your official duties or fitness for office. You are entitled to all the rights and privileges guaranteed by the laws and the Constitution of this state and the Constitution of the United States, including the right not to be compelled to incriminate yourself. I further wish to advise you that if you refuse to testify or to answer questions relating to the performance of your official duties or fitness for duty, you will be subject to departmental charges that could result in your dismissal from the police department. If you do answer neither your statements nor any information or evidence which is gained by reason of such statements can be used against you in any subsequent criminal proceeding. However, these statements may be used against you in relation to subsequent departmental charges."

- d. In an interview for administrative purposes, no Miranda rights are required. Further, the foregoing rules are inconsistent with Miranda in that employee's statements cannot be used as evidence. Further, as the interview does not serve criminal prosecution, the employee has no Sixth Amendment right to counsel.

i. The governing case is Garrity v. New Jersey, 385 U.S. 483, 87 S. Ct. 616 (1967).

2. Interviews for criminal investigative purposes If the Chief of Police believes that criminal prosecution is a possibility and wishes to use statements against the employee in a criminal proceeding, or at least wishes to maintain the option of their use, s/he or another interviewer shall follow the following process: a. Notify the employee the investigation is criminal in nature and not administrative prior to the interview, if reasonable. The Department shall advise the employee that legal representation is at their discretion and the interview reasonably delayed until representation is available.

- a. If the interview is in a non-custodial environment, the Department shall notify the

employee the interview is considered voluntary, the employee may end the interview or leave the Department at any time without fear of administrative actions.

- b. If the interview is performed in a custodial environment, the interviewer shall read the employee his/her Miranda rights.
- c. Advise the employee that if s/he asserts his/her right not to answer questions, no adverse administrative action will be taken based on the refusal.
 - (1). If the employee decides to answer questions at this point, the responses may be used in both the criminal and disciplinary proceedings.
 - (2). Note that the Miranda admonition includes the provision that a lawyer may be present at an interview. Although technically the employee has no right to counsel until the employee has been criminally charged or his or her freedom of action has been deprived, the Department wishes the employee to have the option. The Department wishes no possibility to arise in which its actions might be construed as coercive.
 - (3). The governing case is *Gardner v. Broderick*, 392 U.S. 273, 88 S.Ct. 1913, 1916 (1968). The case made clear that a public employee may not be fired for asserting his Fifth Amendment right not to incriminate himself.
- e. All investigations shall be conducted without unreasonable delay. An employee shall be advised of the final outcome of the investigation in writing within (30) thirty calendar days of the interview. If for any reason the investigation cannot be conducted within a thirty day (30-day) time period, the employee being investigated shall be given an explanation of the delay and be advised of the outcome within ten (10) calendar days of the completion of the investigation.

C. INVESTIGATIVE TOOLS AND RESOURCES:

In addition to interviews of the employee and witnesses, the Chief of Police may require other activities in support of a complaint investigation or internal investigation, including:

1. Medical and Laboratory Examination

All such tests must comply with Chapter 7, subchapter III-A, Title 26 M.R.S.A., as amended from time to time. The Chief of Police or officer in authority may, based on his/her observation, require a department employee to submit to a test for alcohol or drug use while on duty. The results may be used in a disciplinary hearing. Refusal to submit to the examination will be grounds for disciplinary action and may result in the employee's dismissal.

- a. If the employee is believed to be under the influence of alcohol, a licensed Breathalyzer Operator will administer the test. The Chief of Police or officer in authority will witness the test and will be required to sign the report.
- b. If the employee has a reading of .01 or higher, or there is other competent evidence of impaired abilities to perform duties, the officer shall be relieved of duty by the Chief of Police or officer in authority.
- c. If the employee is believed to be under the influence of self-administered drugs, s/he may be compelled to submit to a blood and/or urine test. The test shall be administered under medical supervision where hygienic safeguards are met. The sample will be handled using the same safeguards as evidence in a criminal process.
- d. If the test shows positive results, or there is other competent evidence of impaired abilities to perform duties, the officer shall be relieved of duty as soon as possible by the Chief of Police or other officer in authority.
- e. If an employee refuses to submit to a test, (alcohol or drugs) then the Chief of Police or other officer in authority will immediately relieve the employee from duty for failure to cooperate in an administrative investigation.

2. Photograph and Lineup Identification Procedures

Officers may be required to be photographed for a photo line-up which can be viewed by citizens for the purpose of identifying an employee accused of misconduct. Refusal to properly cooperate with obtaining the photograph is grounds for disciplinary action and could result in dismissal.

- a. A photo identification book of department employees may be maintained for the purpose of identification by citizens of an employee accused of misconduct. Photographs of employees for the identification book will be required by the department and will be used as it narrowly relates to the employee's job.
- b. Photographs or videotape pictures of employees, whether knowingly or unknowingly by the employee, may be taken for the purpose of internal investigations when it relates to the employee's job and the employee is suspected of misconduct.

3. Financial Disclosure Statements

An employee may be compelled to make financial disclosure statements when it is directly and narrowly related to allegations of misconduct involving any unlawful financial gain. Any evidence gained during the investigation of an administrative matter cannot be used in any criminal proceeding.

4. Polygraph

a. Policy: (In compliance with Article 34 of the agreement between the Town of Sabattus and Fraternal Order of Police representing the officers of the Sabattus Police Department) The Town will not require, suggest or request an employee to take a polygraph or any other form of lie detector test. Nothing in this agreement prohibits an officer from volunteering to take such a test. D.

ADJUDICATION OF COMPLAINTS

The Chief of Police will classify completed internal affairs investigations as:

1. Unfounded - no truth to allegations.
2. Exonerated - allegations true, but result of adherence to proper and appropriate police procedures and techniques.
3. Not sustained - unable to verify the truth of the matters under investigation.
4. Sustained - allegations true.

E. All completed investigations will be maintained in the Internal Affairs files located in the Chief's office for a period of seven (7) years. All sustained complaints will result in a written record of discipline and this record will be filed in the individual employee's personnel file.

F. Due Process

1. The Fourteenth Amendment to the U.S. Constitution provides that a citizen may not be deprived of "life, liberty, or property, without due process of law." Public employees have a limited property interest in continued employment sufficient to require due process in any administrative proceedings that might result in suspension or dismissal.
2. The Department seeks to observe due process of law in the philosophy of the 14th Amendment in any disciplinary proceeding. Nevertheless, the foregoing rules circumscribe when legal counsel may or may not be used during interviews of employees suspected of misconduct.
3. Despite an employee's limited property interest in his/her job as described in paragraph A, the simple fact that an employee has held a job for years does not entitle him/her to keep it.
4. The Department recognizes that an employee, though dismissed or suspended, may have a liberty interest to enjoy future employment elsewhere and, if suspended or dismissed, should have an

opportunity to set forth his/her point of view for name-clearing purposes. In view of this interest, the Department affords an employee a hearing in accordance with the provisions of Standard Operating Procedure # 11 (Discipline) and the New England Police Benevolent Association Local No. 607 contract.

F. Board of Inquiry

1. The Chief of Police may invoke a board of inquiry at any time for any disciplinary purpose. The board will serve to review facts or information to resolve an allegation of misconduct. A board will always be convened in the event of a police shooting, death, or serious injury of an officer or citizen killed or injured incident to police action.
2. A board of inquiry shall consist of at least three (3) people, including the Sergeant, (unless involved in the incident under scrutiny), plus two other law enforcement officers of the rank of Sergeant or above from another Law Enforcement Agency.
3. The board shall recommend a decision to the Chief of Police, or if the Chief is involved in the incident, to the Town Manager.
4. The board's proceedings will not be recorded or transcribed, however, a board chairman shall be selected from among the board members who shall write, in a memorandum to file, a summary of the proceedings, names of board members, and the board's recommendations.

ARTICLE 11 – SEPARATION OF EMPLOYMENT

- A. Upon separation, the Town shall pay to the employee all wages and accrued, unused PTO time earned to date and unused compensatory time. Such wages, accrued PTO and unused compensatory time will be paid at the next regular.
- B. Upon death all accrued PTO and any entitled payments, as noted in Article 11.A above or other entitlement will be paid to the beneficiary(s) specified by the employee and filed with the Sabattus Town Clerk.
- C. In all cases of voluntary separation, the employee shall provide the Town with written notice of intent to terminate employment not less than ten (10) working days prior to such termination.

ARTICLE 12 – SENIORITY

- A. The Town shall establish a seniority list naming all the employees covered by this Agreement. The employee with the greatest seniority (years of full-time service with the Town of Sabattus) shall be listed first. Said list shall be amended from time to time as circumstances warrant. Seniority for the purpose of the Agreement shall be interpreted to mean the length of continuous service in the unit only from the date of last permanent hire. Seniority shall be the controlling factor in all matters affecting vacation preference, lay-off and recall, subject to ability to perform the particular job.
- B. In the event it becomes necessary for the Town to lay off employees for any reason, employees shall be laid off in the order of their seniority by classification (with bumping rights) within the unit, provided those employees remaining are capable of performing efficiently the available work without the benefit of training. All affected employees shall be recalled in the reverse order of lay-off, provided such employees are capable of performing the available work. No new employees shall be hired until all employees on lay-off status have been afforded recall notices.
- C. The seniority list shall be posted on the Department bulletin board within (30) thirty days after the signing of this Agreement and confirmed copies thereof shall be sent to the Union. Any objections to the seniority list, as posted, must be reported to the Chief of Police or his designee, within ten (10) days from the date posted or it shall stand accepted and shall take full force and

effect.

- D. Promotional opportunities: Open positions covered by this Agreement will be posted for a minimum of five (5) working days in-house before going outside the Department. Preference will be given to employees who are qualified within the bargaining unit over applicants from outside the department. Qualifications will be determined by the Chief of Police which will include job performance and work history.
- E. Civil Subpoenas that involve a work related incident will be paid at time and one half (1-1/2); any witness fees collected will be turned over to the Town.

ARTICLE 13 – WORKWEEK/OVERTIME

- A. The regular workweek shall be a non-standard work week. The workweek shall be as currently in effect as of the signing of this Agreement and shall not be changed except to meet the legitimate service needs of the community. The Chief of Police upon notice to the bargaining unit may change the workweek by mutual agreement at any time during this Agreement to meet such service needs. The workday may consist of eight (8) consecutive hours, ten (10) consecutive hours or twelve (12) consecutive hours shifts. Employees who work the current twelve (12) hour shift shall consist of four (4) consecutive tours of duty followed by four (4) consecutive days off. Employees who work the current ten (10) hour shift shall consist of four (4) consecutive tours of duty followed by three (3) consecutive days off. Employees who work an eight (8) hour shift shall consist of five (5) consecutive tours of duty followed by two (2) consecutive days off.
- B. Except in cases of emergency or major crime investigation, employees may not “work” more than 20 hours of overtime in that officer's scheduled workweek. *Overtime received for “working” a holiday and/or overtime received for Court/DMV hearings shall not be used in the computation of the limit.*
- C. All available overtime shifts and/or special details shall be first offered to full-time bargaining unit employees before being offered to Reserve Officers.
- D. All absences of one week or more in duration, when the absence is the direct result of employee training or vacation may first be offered to reserve officers.
- E. Overtime at the rate of one and one half (1-1/2) will be compensated for all hours “worked” beyond the regular workweek. Hours worked shall include only approved hours actually worked and shall not include hours compensated for by paid leave benefits. Officers may choose to accept either pay or compensatory time for the overtime. Exception: (If an officer is off on PTO or holiday and the Chief calls the officer in or otherwise schedules the officer to work an open or overtime shift, the PTO and/or holiday “will” be used in the computation of hours worked for overtime purposes.
- F. When an employee works Easter, Christmas, Thanksgiving or New Years, s/he will be allowed one and one-half hours for the main meal break, subject to call, providing the meal break is taken exclusively within the Town boundaries. Except in cases of emergency an officer shall not be required to work more than (16) sixteen hours consecutively in a (24) twenty-four hour period.
- H. Officers who work special duties within the Town of Sabattus shall be compensated at a rate equal to the highest patrol officer’s double time rate or at the negotiated grant rate and shall be paid at the highest of the two rates and paid by the party requesting the service. Time spent on these details shall not be considered as time worked for the purposes of determining the applicability or the computation of overtime. The Town of Sabattus reserves the right to attach an administrative fee to these rates for costs incurred for the use or replacement of uniforms, vehicles and other town owned or supplied materials approved for use by the Chief of Police. Special Details are defined as outside details paid for by any non-town entity. The Sabattus Water and Sewer District(s) will not be considered a special detail, it will be paid at regular rate including time and half (1-1/2) after a

normal work week. Special details may be offered to bargaining unit members and reserves on a rotational basis, beginning with the bargaining unit and then reserves. Details should be posted a minimum of two (2) weeks prior to the detail date. After 7 posting days, no union member may bump another employee from the detail based on the rotating list or seniority.

- I. Employees will be allowed to choose Compensatory Time ("Comp Time") instead of overtime pay up to a maximum accumulation of two hundred (200) hours. Comp Time shall be earned on a time and one-half (1½) basis. Comp Time will be requested and approved in the same manner as PTO leave. A One-time payout of Comp Time will be allowed once per fiscal year, equal to 50% of the Comp Time on the books at the time of request.
- J. Whereas the purpose of the existence of the Sabattus Police Department is to serve and protect the inhabitants of the Town of Sabattus and the businesses located within its boundaries, employees of the department must be reasonably available at all times in the event of an emergency. The employees shall provide the Department with home and/or cell phone numbers. Full-time employees are responsible to respond to Department calls within 15 minutes of its receipt, unless on pre-approved PTO or extended family medical leave. The Department shall attempt to contact employees at all numbers provided by the employee.

ARTICLE 14 – COURT TIME

- A. (Except as provided in Article 15, section d) A bargaining unit employee who is required to attend court outside of his regular work shift shall receive a minimum of four (4) hours pay at (1-1/2) one and one half his base hourly rate of pay. No court time shall be allowed to any such employee who has been notified that his presence is not needed prior to the end of his shift on the day preceding a scheduled court appearance. If the employee is required to stay in attendance at such court beyond the four (4) hour minimum in any one day, he shall be paid for the actual hours spent that day. Officers must attach a court attendance slip that shows the hours present at court to their time sheet that is signed by a member of the District Attorney’s Office or a member of the court staff in order to be paid.
- B. The court officer notifies each officer of all cases scheduled for trial. It is the obligation of each officer to notify the court officer that s/he will be on-call for each case scheduled. (Dispatch will log the time notified on the department radio log).
- C. Officers mandated to be on-call shall notify dispatch or a supervisor of his/her location and a telephone number where he/she can be immediately reached. If needed for court, the employee is expected to be immediately available for court and respond to calls from the Sabattus Police Department without delay. A Dispatcher or a supervisor will log the time the officer was called and contacted. A Dispatcher or Supervisor shall also document when the officer notifies they are en route to court.
- D. If an employee is on-call for a court trial, s/he will be compensated (1) one hour at their overtime rate. If the officer has to respond to court and is there (3) three hours or less, s/he will receive the (1) one hour for on-call and a (3) three-hour minimum for time actually spent at court. Any time beyond the (3) three-hour minimum will be at the overtime rate for time actually there.

ARTICLE 15 – JURY DUTY PAY

The Town shall pay an employee for jury duty the difference between his/her regular pay and jurors pay upon presentation of an official statement of jury pay received. Employees excused from Jury Duty must report back to work during normal shift hour

ARTICLE 16 – WAGES

When a person is hired by the Sabattus Police Department as a full time police officer and this employee is a graduate of the Maine Criminal Justice Academy, s/he shall be recognized for up to (8) eight years of full time post academy experience. The employee will begin his/her probationary period one pay step lower than his/her lateral entry pay step. At the end of the probationary period and upon earning a favorable review from the Chief of Police or his/her designee, the employee's pay will increase to the step that reflects his/her eligible service. (Only full-time post academy experience will be counted. *Reserve time will be not be considered in the computation of eligible years of service*)

ARTICLE 17 – EDUCATION

- A. If an officer is required to go to school or other job training during his/her normal work hours, the time there will be counted as time worked and will be paid at his/her normal hourly rate. All training and school activities must be approved by the Chief of Police. When available, an employee will use a municipal vehicle for transportation to and from classes. If the vehicle is not available, the Town will reimburse the employee for mileage at the rate allowed by the Internal Revenue Service. If more than one employee is attending the training session they will travel together in the same vehicle. (The Town will only reimburse one employee for mileage).
1. The Chief of Police may adjust an employee's work schedule, with proper notification to attend mandated or voluntary training. If the schedule cannot be adjusted, the employee shall be compensated at a rate of 1 1/2 for each hour of training beyond their normal work week.
 - a. Mandated Training - employees may choose either pay or compensatory time for the time attending the training.
 - b. Voluntary training - employees will be compensated with compensatory time for training times beyond their normal workweek
 2. Employees will be reimbursed 75% for tuition and fees for all post-secondary courses taken from an accredited college or university that is related to their professional development. Transcripts for the course is required and must be submitted to the Chief of Police before payment will be made. The employee must receive a grade of "C" or better for reimbursement.
 3. Investing in employees is a core value for the Town of Sabattus, but a fiduciary responsibility is expected from the employee. If an employee resigns within one (1) year of completing a reimbursed course, they will reimburse the Town 100% for paid tuition and fees. If they resign within 2 years of completing the reimbursed course, they will reimburse the Town 50% of paid tuition and fees. If they resign 3 years or more after completing a reimbursed course, the Town expects no (0%) reimbursement.
- B. Certifications
- The Town will compensate full-time employees for holding the following current and active certifications. The maximum yearly entitlement is \$600 based on the schedule listed below. Eligible employees will receive the yearly entitlement during the first pay period in December. Prior to December 1 of each year, it is the obligation of each employee to present, to the Chief of Police, his/her proof of entitlement. All certifications must be valid & active.

- 1. Law Enforcement (The Town will pay for highest achieved only)
 - a. Intermediate certificate: \$200.00
 - b. Advanced Certificate: \$300.00
- 2. MCJA Certified Instructor Certificate: \$300.00
(Firearms Instructor, Accident Reconstructionist, Police Training Officer School Resource Officer only.)

- C. Longevity - Employees who have completed the following years of employment, with the Sabattus Police Department, will be eligible for the following longevity stipends,
- 1. After 3 and 4 years of service - \$1000.00.
 - 2. After 5 and 6 years of service - \$1500.00
 - 3. After 7 and 8 years of service - \$2000.00
 - 4. After 9 through 14 years of service - \$2500.00
 - 5. After 15 and 15+ years of service - \$3000.00

Employees may request 50% of this stipend at 6 months, within that year, and the remainder at the end of that year, of service.

- D. Education Incentive – Employees who have or achieve a degree from an accredited institution, shall be paid an education incentive yearly in the following amounts, incentives apply only to the highest degree attained (not cumulative). Any employee who earn his or her college degree using the tuition reimbursement under section 1b of this article are ineligible for this incentive:
- 1. Up to 4 years active duty or reserve duty in one of the branches of the United States Military \$500.00
 - 2. Associates Degree from an approved, accredited academic college or university \$500
 - 3. Between 5 and 8 years active duty or reserve duty in one of the branches of the United States Military \$1000.00
 - 4. Bachelor’s Degree from an approved, accredited academic college or university \$1000
 - 5. More than 8 years of active duty or reserve duty in one of the branches of The United States Military \$1200.00
 - 6. Master’s Degree from an approved, accredited academic college or university \$1200.00

ARTICLE 18 - HOLIDAYS

A. The following holidays shall be observed by all regular employees in the bargaining unit: (Actual date observed may vary from year to year).

- | | |
|----------------------------|----------------------------|
| 1. New Year’s Day | 7. Labor Day |
| 2. Martin Luther King, Jr. | 8. Columbus Day |
| 3. Presidents’ Day | 9. Veterans’ Day |
| 4. Patriot’s Day | 10. Thanksgiving |
| 5. Memorial Day | 11. Day After Thanksgiving |
| 6. Independence Day | 12. Christmas Eve |
| | 13. Christmas Day |

B. The Town will strive to give each officer an actual day off for each holiday noted above. However, in order to maintain the continued protection expected by the citizens of Sabattus it is impossible to give every officer each holiday off on the date that it actually occurs. For this reason the Town, at

its discretion, shall comply with the following:

1. If the holiday falls on an officer's scheduled day off he/she will receive eight (8) hours pay at straight time for that holiday; or
2. If the officer is required to work the actual Holiday, that officer shall receive actual working hours at time and one half for the holiday and his/her base hourly rate for the shift hours worked.
3. If the officer does not work on the holiday, s/he will receive 8 hours at the base hourly rate for the holiday, regardless of whether s/he is working eight (8) or ten (10) hour shifts or twelve (12) hour shifts.
4. For purposes of fulfilling the 40-hr work-week requirement, a holiday off will be counted according to the following example:
5. In addition to the above, any special, non-recurring holiday declared by the President of the United States of the Governor of the State of Maine and observed by other Town employees pursuant to order or resolution of the Board of Selectman of the Town of Sabattus shall be allowed as additional holiday.

ARTICLE 19 - PAID TIME OFF (PTO)

It is the Town's position that for family, health, and safety reasons, employees need time away from the stresses of the job.

A. Paid Time Off (PTO) Guidelines

1. PTO entitlement will be accrued, and policy procedures not otherwise outlined in this CBA will be followed, in accordance with the Town of Sabattus Personnel Policies and Procedures Manual.
2. A ten (10)-day advance written notice is required on all requests along with the approval of the Police Chief. Only one bargaining unit employee should be on scheduled PTO at any given time, unless the Police Chief approves differently.
3. Employees will be allowed to carry up to the maximum cap for PTO hours according to the employee's experience step as defined in the Town's Policies and Procedures Manual into the next year. It is incumbent upon employees to keep track of their PTO carry over. 4. PTO may be taken in any increments with the Chief's prior approval.

ARTICLE 20 - SICK LEAVE

Sick leave policies shall be in accordance with the Town of Sabattus Personnel Policies and Procedures Manual for Paid Time Off (PTO) periods of sickness.

ARTICLE 21 - BEREAVEMENT

- A. In the event of a death in the immediate family of the employee, the employee shall be granted up to four (4) shifts of leave with full pay to make household adjustments or to attend funeral services. "Immediate Family" is hereby defined to include spouse, parents, children, brothers, sisters, parents-in-law, and grandparents.
- B. In the event of death of any other person, the Chief of Police may, at his/her discretion, grant a period of time, not to exceed twelve (12) hours, for the purpose of attending the funeral. C. Funeral leave in either section above can be extended at the discretion of the Chief of Police.

ARTICLE 22 - LEAVE OF ABSENCE

- A. A regular employee may be granted a leave of absence without pay by the Chief of Police for a period not to exceed sixty (60) days. After sixty (60) days, the employee may request an extension from the Town Manager.
- B. Failure of the employee to return to work at the expiration of the leave without having arranged for an extension will be deemed a resignation.
- C. The Union shall be notified, in writing, of any such leave of absence within one (1) week of the effective day, if possible. If due to an emergency the leave of absence is granted, notification to the Union will be made as soon as possible thereafter. The leave of absence shall be used for the purpose for which it was originally approved.
- D. Full seniority rights shall be maintained during a leave of absence. Failure to comply with the provisions of this Article shall result in the loss of seniority rights. Employees may choose to continue insurance benefits for the duration of the leave of absence by assuming both the Employer and Employee contribution.
- E. Family Leave of Absence: The Town of Sabattus provides family leaves of absence without pay to eligible employees who wish to take time off from work duties to fulfill family obligations relating to childbirth, adoption, or placement of a foster child; or to care for a child, spouse, or parent with a serious health condition. A serious health condition means an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility; or continuing treatment by a health care provider.
(The Town agrees to fully comply with the Family and Medical Leave Act of 1993).

ARTICLE 23 - RESERVE MILITARY SERVICE LEAVE

Full Time employees who are members of the Military Reserves, and are required to perform active duty, will be granted reserve service leave without pay. However the employer agrees to make up the difference in lost earnings (the difference between what the employee would have made had they not served) up to a maximum of two weeks provided the affected employee provides a Leave and Earnings Statement (LES) and the employee makes less as a result of their Military Reserve service.

ARTICLE 24 - INSURANCE AND PENSIONS

- A. Workers' Compensation in accordance with State of Maine statutes will be provided by the Town for all employees. The rate of contribution shall be determined by the insurance carrier, provided nonetheless, that the Town Selectmen reserve the right in their sole discretion to elect to self insure. When receiving Workers Compensation benefits, employees will continue to accrue seniority, sick leave, vacation leave, and enjoy Health Insurance for up to (12) twelve months. After twelve (12) months the employee will be responsible for payment of the Health Insurance premium. When out of work due to an injury employees will maintain their seniority up to (18) eighteen months, after such time the employee will be terminated from employment.
- B. For the duration of this agreement, the Town participation in the cost of Group Hospital, Surgical, and Major Medical Insurance premiums shall be one hundred percent (100%) of the individual monthly premium for the employee for the PP0 500 Plan offered by the Maine Municipal Employee Health Trust. The Town will pay fifty percent (50%) of the monthly premium for the PP0 500 Plan offered by the Maine Municipal Employee Health Trust. for his/her eligible dependents. Additionally, the Town shall pay an amount annually of the employee and employee's eligible dependents' annual deductible costs through an HRA and an additional

amount for a FLEX medical spending account according to the Town's Personnel Policy. Maine Municipal Association Income Protection Plan Combined Disability to be provided by the Town and deductions made on a weekly basis. Cost to be paid by the employee who elects coverage. Should an employee be injured on the job the employer agrees to continue paying the Town's portion of the Health Insurance Premium for a period of up to a maximum of twelve (12) months, such employee will have eighteen (18) months to return to work. Should an employee choose to Opt Out of the Insurance he/she shall receive 50% of the cost of the single rate upon proof of being insured. Employees who are married to another town employee or covered in any other way by another Town employee covered by the Town's Health Insurance plan, that employee shall not be eligible for the Opt Out payments.

- C. The Town agrees to contribute the mandated employer percentage of employee' yearly income towards Maine State Retirement Plan (MePERS) Special Plan 3C, at the beginning of employment, at the Town Manager's discretion, or up to six (6) months after date of hire. Beginning July 1, 2022, The Town agrees to contribute the mandated employer percentage of employee' yearly income towards Maine State Retirement Plan (MePERS) Special Plan 1C, at the beginning of employment, at the Town Manager's discretion, or up to six (6) months after date of hire. If an employee does not participate in a MePERS program, the same percentage shall be contributed towards the employee's ICMA-RC account. The Town's contribution cannot be withdrawn or transferred until after the employee has been employed a minimum of three (3) years. If an employee severs employment prior to three (3) years of service then the Town maintains their contribution to the employee's ICMA-RC account. After three (3) years of service an employee may elect to withdraw monies due to separation of employment or other circumstances outlined by ICMA-RC. For the first (3) three years of employment, the Town's contributions will be secured in a dedicated account. After three years of service, the Town's contribution shall be released to the employees ICMA RC account. Employees' contributions into ICMA-RC shall always be their property.

ARTICLE 25 – WORKER'S COMPENSATION CLAIMS

- A. The Town agrees to cooperate toward the prompt settlement of employee on-the-job injury claims when such claims are due and owed as required by law. The Town shall continue to provide Workers Compensation protection for the duration of this Agreement.
- B. In the event that an employee is injured on the job, the Employer shall pay such employee his day's wages for that day lost because of such injury. An employee who is injured on the job and is sent home or to a hospital or who must obtain medical attention shall receive pay at the applicable hourly rate for the balance of his regular shift on that day.
- C. An employee who has returned to his regular duties after sustaining a compensable injury and who is required by the Worker's Compensation doctor to receive additional medical treatment during his regular scheduled working hours shall receive his regular hourly rate of pay for such time. Employees will report accidents immediately to the Chief of Police and no later than twenty-four (24) hours from the occurrence.

ARTICLE 26 - UNIFORMS AND EQUIPMENT

- A. Each July 1st bargaining unit employee will be allowed \$650.00 a year for uniform replacement and thirty dollars (\$30.00) per month for uniform maintenance. Officers will be allowed to purchase clothing or equipment from the allowable apparel list without the Chief's approval. Any items purchased not on the allowable apparel list (see addendum 1) must receive pre-approval from the

- Chief of Police. All items purchased with uniform replacement money, except court appearance clothing, is considered the property of the Town unless otherwise identified in addendum #1.
- B. Full-time officers, at the time of initial employment, will be provided with one (1) armored vest, type IIIA or its equivalent with shock plate, carrier. The Town will replace any vest that has been damaged as a result of departmental activities or that has been examined by the Chief and found to be excessively worn and/or defective. The Town will generally follow the manufacturer's suggested examination and replacement guidelines. The employee shall follow the manufacturer's guidelines for care of the vest. Failure of the employee to follow the manufacturer's guidelines that result in damage to the vest may result in disciplinary action or the requirement that the employee replaces the vest at their own personal cost.
 - C. Any and all equipment purchased with Town funds shall remain the property of the Town of Sabattus and may not be used during employment with/for other jurisdictions.
 - D. All vehicles used for patrol purposes will be purchased with the police package with the exception of four-wheel drive vehicles.

ARTICLE 27 - TRAINING

- A. As a condition of employment a Police Officer must attend and successfully complete the Maine Criminal Justice Academy "Basic School" (or be waived by the Academy) within the time period required by the Academy.
- B. As a condition of employment, an officer who is to be trained at the Maine Criminal Justice Academy by the Town must indicate a good faith intention to serve for at least three (3) years with the Sabattus Police Department.
- C. The Town will provide training opportunities for officers subject to budgetary and scheduling constraints.
- D. Repayment: The parties recognize that all police officers must pass the basic training course at the Maine Criminal Justice Academy (Academy training) in order to be law enforcement officers and that the Town bears the cost of Academy training for an individual who is hired as a police officer without that training. The Union recognizes that the Town incurs significant expense (as of 2010, approximately \$18,598) in sending an employee to the Academy to obtain the training; that Academy training is necessary to a career in law enforcement; and that the cost of Academy training paid by the Town ("training cost") is in the nature of an advance to the employee. Accordingly, an employee who receives Academy training at the Town's expense is subject to the following conditions, unless otherwise agreed in writing by the parties: (1) the employee will use his/her best efforts to prepare for, attend and complete Academy training; (2) the employee will continue his employment with the Town for a term not less than three (3) years following graduation from Academy training and return to duty ("Academy return date"), unless his term of employment is sooner terminated by the Town; and (3) if the employee terminates his employment with the Town before three years from Academy return date, the employee will reimburse the Town for the following training costs; salary and benefits paid while at the academy, the academy's fee, the required polygraph and psychological test, academy uniforms, and fuel costs associated with using a town vehicle while traveling to and from the academy in accordance with the following terms:

If employee voluntarily terminates employment with the Town because of physical or mental disability which prevents him from discharging his duties as a police officer, no reimbursement;
 If employee's employment as a police officer for the Town is terminated for cause under the

terms of any applicable collective bargaining agreement, personnel policy, rule, regulation or any applicable law or ordinance, or by mutual agreement, no reimbursement.

If the employee becomes employed by a "Governmental entity" as defined in Title 25 M.R.S.A., § 2808 after three (3) years post Academy service, no reimbursement. The reimbursement schedule shall be:

- If employee terminates employment within one (1) year after Academy return date, reimbursement of 100% of training cost;
- If the employee terminates employment during the second year after Academy return date, reimbursement of 66% of the training cost;
- If employee terminates employment during the third year after Academy return date, reimbursement of 33% of the training cost;

Prior to commencement of and as a condition of obtaining Academy training at the Town's expense, an employee will execute in writing an agreement to be bound by this Article. Unless the Town and employee agree on a different method and schedule for reimbursement payments, reimbursement will be paid in a lump sum no later than 60 days after the employee's final day of employment.

The Union shall not be held liable for the enforcement of this section, and shall be indemnified as a result of any litigation against the Union with respect to this section. The Union does not bear any fiduciary responsibility with respect to this section and the sole burden of responsibility is with the Town and the employee.

ARTICLE 28 - NO STRIKE CLAUSE

The employees covered by this Agreement agree that during the life of this Agreement, they shall not engage in:

- A. a work stoppage;
- B. a slowdown;
- C. a strike; or
- D. the blacklisting of any public employer for the purpose of preventing it from filling employee vacancies.

ARTICLE 29 - PROBATIONARY PERIOD

The first twelve (12)-months of employment shall be considered a trial period for all new employees who have graduated from the Maine Criminal Justice Academy. The Chief of Police may elect to end the trial period of a graduate employee after (6) six months if s/he is satisfied that the employee has met department work standards.

New employees who have not graduated from the Maine Criminal Justice Academy will be required to serve a trial period that will extend (12) twelve months after the date of successful completion of the Basic Police School at the Maine Criminal Justice Academy. This trial period is to permit the Town to determine the new employee's fitness and adaptability for the work required.

After the successful completion of the required probationary period, all pre-employment polygraph information shall be removed from the employee file and destroyed.

ARTICLE 30 - NON-DISCRIMINATION

The Town and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment, because of such individual's race, color, religion, gender, national origin, age, or condition of handicap, except where based on a bona fide occupational qualification, not will they limit, segregate, or classify employees in any way to deprive individual employees of employment opportunities because of race, color, religion, gender, national origin, age, or condition of handicap, except where based on a bona fide occupational qualification.

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

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

ARTICLE 31 - HEALTH AND SAFETY

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

B. The Town is responsible for meeting safety standards, which are considered to be minimum standards required by the Occupational Safety and Health Act of the State of Maine. Non compliance with the act may result in fine and penalty to the Town.

The Town shall provide proper safety devices for all employees engaged in work where such devices are necessary. Such devices, where provided, must be used / worn as intended. C. It shall be the officer's responsibility to inspect his/her vehicle/equipment for disrepair and to report such deficiency(s) to the Chief of Police in writing on forms provided for that purpose. If a member of the unit deems his vehicle or equipment to be unsafe, he shall notify the Chief of Police who, in turn, shall arrange for or conduct an appropriate inspection. The Chief of Police determines the action to be taken with respect to continued use of the vehicle or equipment. A Police Officer shall not be required to operate or use a piece of equipment or a duty connected vehicle that the Chief of Police has determined to be unsafe.

D. An employee involved in any accident or sustaining a physical injury while on duty shall immediately notify the Chief of Police or Lieutenant as soon as practicable. Said report may initially be made verbally then followed up by a written report made on forms provided by the Town.

F. The town shall provide the necessary equipment needed to protect employees from hazardous substances and conditions.

ARTICLE 32 - SEPARABILITY OR SAVINGS CLAUSE

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

ARTICLE 33 - AVAILABILITY OF AGREEMENT

A. The employer shall furnish each present employee with a copy of the Collective Bargaining

- Agreement containing the terms and conditions of their employment.
- B. The employer shall also furnish new employees with a copy of the Collective Bargaining Agreement hiring.

ARTICLE 34 - CALL-IN PROVISION

Any employee who is called out beyond his regular workday shall receive a minimum call-in of three (3) hours at time and one-half (1-1/2). Call-ins are not attached to one end or the other of an employee's work shift.

Effective January 1, 2022; When employees are assigned by the Chief of Police to be "on call" it shall be for a period of no longer than one week (7 days). Employees 'on call' shall be required to call back the page / call within twenty (20) minutes and be able to report to town within forty-five (45) minutes of receipt of call. Employees while 'on call' shall be fit for duty. "On Call" employees are subject to the disciplinary conditions of the agreement. Employees that are "on call", as defined in this section, and are called back to work on a day off or after having completed his/her assigned work and having left the Town premises and before the next scheduled starting time shall be guaranteed a minimum of three (3) hours work at the applicable rate. No member of the bargaining unit shall be 'on call' for more than sixteen (16) days in any thirty (30) day period unless mutually agreed upon by the chief of police and the employee. Employee's who were assigned to be "on call" during the year shall receive a \$55.00 monthly stipend. This stipend shall be paid during the 1st pay period in December.

ARTICLE 35 - DURATION OF AGREEMENT

- A. Except as otherwise herein specifically stated, this agreement shall be effective as of January 1, 2022 and shall remain in full force and effect until December 21, 2024. It shall automatically be renewed from year to year thereafter unless either party shall notify the other, in writing, at least 120 days prior to the anniversary date that it desires to modify this agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date. This agreement shall remain in full force and be effective during the period of negotiation and until notice of termination of this agreement is provided to the other party in the manner set forth in the following paragraph.
- B. In the event that either party desires to terminate this Agreement, written notice of desire to cancel or terminate the Agreement must be given to the other party not less than sixty days prior to the desired termination date, which shall not be before the anniversary date set forth in the preceding paragraph.
- C. In the event of an inadvertent failure by either party to give the notice set forth in Sections A and B of this Article, such party may give such notice at any time to the termination or automatic renewal of this Agreement. The Town will also consider such notice to fulfill the obligation of the Union as required by M.R.S.A. Chapter 9-A, Title 26, Section 965, 1 (E).

ARTICLE 36 - DEFINITIONS

- A. Day: Any 24-hour period from 12:00am through 11:59pm
- B. Working Day: The workday may consist of a minimum of eight (8) hours and a maximum of twelve (12) consecutive hours.
- C. Pay Week: Monday 12:00am through Sunday 11:59pm.
- D. Grievance: Any dispute; controversy, or misunderstanding that may arise under the

interpretation or application of this Agreement.

- E. **Department:** Shall mean "The Sabattus Police Department" unless otherwise noted. "Department" may be used in place of "representatives of the Police Department," "the Chief of Police," "or the Town of Sabattus and/or its representatives."
- F. **PTO:** "Paid Time Off" which is the Town's earned time off benefits as defined in the Town's Personnel Policies & Procedures Manual. PTO excludes overtime for hourly employees which is a separate bank of earned time off governed by federal statute(s).
- G. **Administrative Schedule:** Monday 8:00am through Friday 4:00pm. Does not include Saturday, Sunday or Holidays.

IN WITNESS WHEREOF, the parties hereto have set their hands this 4th
Day of May, 2022

For the Union: For the Town:

Michael J. Edes

Timothy Kane

Michael Edes
Fraternal Order Of Police

Dr. Timothy Kane
Town Manager

Richard Stanton, President
FOP

Mark Duquette
Mark Duquette-Chair

5/3/22
Date

Rick Lacombe
Rick Lacombe-Vice Chair

5/3/22
Date

Jeremy Petty
Jeremy Petty-Selectboard

5/3/22
Date

Noel Hinkley
Noel Hinkley-Selectboard

5/3/22
Date

JP Normand LaPlante
JP Normand LaPlante-Selectboard

5/3/22
Date

Addendum 1 Allowable Apparel

PRIMARY CLOTHING SECONDARY CLOTHING PLAIN CLOTHES

- (1) Uniform Shirt (**Chief designated**) (1) Duty bag (2) Collared Shirts
 - (1) Uniform Pants (**Chief designated**) (2) Black t-shirts (2) Slacks or dress pants
 - (1) Spring/summer jacket (**Chief designated**) (2) Radio earphones (2) Suit (1) Winter jacket (**Chief designated**)
 - (2) Winter scarf (blue or black) (2) Suit Jacket (2) Boots (2) Navy BDUs (**Training only**) (2) Ties (2) Black socks
 - (1) Black golf shirt w/ Sabattus (2) Dress shoes (2) Black watch cap Police Dept. Logo (**Chief designated**) (1) Baseball cap (1) Rifle Optics
 - (1) Flashlight (1) Citation holders
 - (1) Silver or Black Handcuffs (2) Black turtleneck
 - (1) Handcuff key (2) approved multi-purpose knife (**R**) Badge (1) Body armor (**under uniform shirt**) (**R**) Badge Case
 - (1) Items related to recognized specialty Position (**Chief approved**)
 - (1) Class A uniform (**Chief designated**)
 - (1) Nylon duty gear including but not limited To holster, magazine holder, Asp or baton Holder, OC spray holder, Taser holster, Flashlight holder or case, radio holder Belt keepers and latex glove case (**Chief designated**)
 - (1) Other items pre-approved by the Chief of Police
- (1) Remains with the Town of Sabattus upon separation
 - (2) Remains with the employee upon separation
 - (R) Remains with employee on Retirement; Police Chief's discretion on other separation

Optics purchased with clothing allowance prior to the first ratification of a contract with New England Police Benevolent Association shall be the property of the officer

Addendum 2

1/1/2022 1/1/2023 1/1/2024

Richard Stanton - Patrol Officer

Megan Brown - Patrol Officer

Patrol Officer Wage Scale

	1/1/22	1/1/23	1/1/24
Starting Pay	\$23.42	\$24.17	\$24.77
Academy Graduate	\$24.52	\$25.27	\$25.87
PS-1	\$25.14	\$25.89	\$26.49
PS-2	\$26.31	\$27.06	\$27.66
PS-3	\$27.56	\$28.31	\$28.91
PS-4	\$28.04	\$28.79	\$29.30
PS-5	\$28.93	\$29.68	\$30.28

Patrol Sergeant Wage Scale

	1/1/22	1/1/23	1/1/24
PS-1	\$30.07	\$30.82	\$31.42
PS-2	\$30.86	\$31.61	\$32.21
PS-3	\$31.54	\$32.29	\$32.89
PS-4	\$32.09	\$32.84	\$33.44

PS-5	\$32.66	\$33.41	\$34.01