

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE TOWN OF SKOWHEGAN, MAINE**

**AND**

**MAINE ASSOCIATION OF POLICE**

**JULY 1, 2015 – JUNE 30, 2016**

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This Agreement made and entered into by and between the TOWN OF SKOWHEGAN, hereinafter referred to as "TOWN", and MAINE ASSOCIATION OF POLICE, hereinafter referred to as "ASSOCIATION".

### **ARTICLE 1 – PREAMBLE**

- A. Pursuant to the provisions of Chapter 9A Revised Statutes of Maine, Title 26, as enacted by the Maine Legislature in 1969, entitled "An Act Establishing the Municipal Public Labor Relations Law" and pursuant to the provisions of the Personnel Policy of the Town of Skowhegan, this Agreement is made and entered into by and between the Town of Skowhegan, Maine, and the Skowhegan Police Association.
- B. In order to establish mutual rights, preserve proper employee morale, and to promote effective municipal operations, the Town of Skowhegan, Maine, and the Skowhegan Police Association herein bind themselves in mutual agreement as follows:

### **ARTICLE 2 – UNION RECOGNITION AND NON-DISCRIMINATION**

- A. The Town recognizes the Association as the sole and exclusive bargaining representative of all police officers in the Skowhegan Police Department below the rank of Deputy Chief for the purposes of bargaining for hours of work, wages, working conditions, and all other terms and conditions of employment. All secretaries, Town Parking Officers, Reserve Officers, and crossing guards are herewith excluded from this Agreement.
- B. The exclusive bargaining rights set forth in the previous paragraph include, among other things, the responsibility of the Association to (a) extend to all police officers below the rank of Deputy Chief of the Department, whether they are members of the Association or not, the benefits of any contract arrived at through the process of collective bargaining; (b) practice no discrimination against non Association employees; and (c) allow a non-Association employee to take up the employee's own grievance with the Town, provided the Association is notified and is allowed to be present to protect their rights under said Agreement.
- C. No employee covered by this Agreement shall be favored or discriminated against because of creed, color, age, sex, sexual orientation, national origin, religion, physical and mental disability, except where such disability, even with reasonable accommodation, disqualifies an individual for a particular position, worker's compensation history, whistle blower history, previous or present union activities or union membership.

### ARTICLE 3 – ASSOCIATION DUES

#### **Association Dues**

1. The Town agrees to deduct weekly dues from the pay of each employee who voluntarily signs a check of authorization in the form hereafter set forth until such time as the Town receives a written notice of revocation as described later below.
2. Any employee covered who does not voluntarily agree to dues deduction shall be assessed a fair share charge of 80% of normal dues.
3. Employees covered by this bargaining unit who refuse to pay either dues or a fair share shall not receive services of the Association for processing grievances, unless they pay reasonable fees for such services, including attorney's fees, arbitrator's fees and expenses incurred by the Association. Failure to pay under this provision will not result in disciplinary action.
4. Authorization for such deductions shall be irrevocable for the period of this Agreement, and shall be automatically renewed for successive similar periods unless revoked by written notice to the employer and to the Association fifteen (15) days prior to the expiration of this Agreement or any extension thereof

The Association shall indemnify the Town and any Department of the Town and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action or inaction of the Town or any Department of the Town for the purposes of complying with the provision of this Article.

### ARTICLE 4 – ASSOCIATION BUSINESS

- A. The Association agrees to supply the Chief of Police and the Finance Office with a list of officers of the Association and the names of the Association's representatives and the names of the Grievance Committee within thirty (30) days of the date of appointment or election. It shall be the duty of the Association to keep this list of names.
- B. Association Bulletin Boards
  1. The Town agrees to furnish and maintain one (1) suitable bulletin board in a convenient place to be used by the Association.
  2. The Association shall limit its posting of notices and bulletins to such bulletin board.
- C. Association Activities on Town Time and Premises

The Town agrees that during working hours, on the Town's premises, and without loss of pay, Association representative shall be allowed to: post Association notices; transmit communications authorized by the local Association or its officers to the Town or its

representative; consult with the Chief of Police or designee concerning the enforcement of any provisions of this Agreement within reasonable limits.

D. Visits By Association Representatives

The Town agrees that a representative of the Maine Association of Police shall have access to premises of the Town at any time during working hours and with prior notice to conduct legal Association business upon authorization of the Chief or designee.

**ARTICLE 5 – STRIKES AND SLOWDOWNS PROHIBITED**

The parties hereto agree that there will not be and that the Association, its officers, employees, or agents will not engage in strikes or slowdowns which would involve suspension of or interference with normal work.

**ARTICLE 6 – RESIDENCE REQUIREMENT/COMMUTE TO WORK**

The employees of the Police Department must reside within an area to be able to respond to emergency conditions within forty-five (45) minutes.

**ARTICLE 7 – PROBATIONARY PERIOD**

- A. All employees who complete the probationary period shall be known as regular employees; and the probationary period shall be considered part of the seniority time, provided, however, the Town shall have the right to terminate without compliance with the terms of this Agreement the employment of such new employees within the probation period.
- B. All new Police Officers who are duly certified by the Maine Criminal Justice Academy shall serve a probationary period of one (1) year and shall have no seniority rights during this period but shall be subject to all other clauses of this Agreement. All new Police Officers who receive a waiver from the Maine Criminal Justice Academy waiving the basic training requirements shall serve a probationary period of one (1) year from the effective date of the waiver and shall have no seniority rights during this period but shall be subject to all other clauses of this Agreement. For those Police Officers required to attend the Maine Criminal Justice Academy, the probationary period shall be one (1) year, beginning from the time the officer graduates from the Maine Criminal Justice Academy, and the officer shall have no seniority rights during this period but shall be subject to all other clauses of this Agreement.

**ARTICLE 8 – SENIORITY**

- A. It is agreed that seniority shall be determined for employees of this bargaining unit by length of full-time service in the Skowhegan Police Department.

- B. The Town agrees to furnish the Association with a list of employees with their length of service within thirty (30) days after signing this Agreement.
- C. An employee shall not forfeit seniority during absence of less than one year caused by illness or accident outside of the working hours.
- D. Seniority shall be the determining factor on vacation schedule preferences as stated in departmental guidelines.

#### **ARTICLE 9 – PERSONNEL REDUCTION**

In the event it becomes necessary for the Town to lay off employees covered by this agreement for any reason, the employee (s) shall be laid off in the order of their seniority by classification with bumping rights within the department. The employee (s) electing to bump to another position must be qualified to perform the work in that classification. Employees shall be recalled in the reverse order of the layoff provided the employee is qualified to perform the available work. Recall rights shall be maintained for a period of twelve (12) months from the date of layoff. Employees shall be recalled from layoff by certified mail delivered to the employee's last known address. It is the responsibility of the laid-off employee to furnish to the Town any change of address during the one year recall period. If following a layoff, the Employee fails or refuses to notify the employer of his/her intention to return to work within fourteen (14) calendar days after a written notice is delivered by certified mail, the employee has waived his/her right to recall.

#### **ARTICLE 10 – PRIOR PRACTICE**

- A. The Town agrees that all conditions of employment relating to wages, hours and working conditions shall be maintained at not less than the standards in effect at the time of signing this Agreement. The conditions of employment shall be approved wherever specific provisions for improvements are made elsewhere in this Agreement. It is understood and agreed that the provisions of this section shall not apply to inadvertent or bonafide errors made by the Town or the Association if such is corrected within ninety (90) days from the date of error discovery. Further, it is understood and agreed that this section shall not apply to any practice enjoyed by employees which is not wages, hours or working conditions, and, further, is not a condition of employment which is long standing, consistent and uniform throughout the department and is known to the employer.
- B. This provision does not give the Town the right to impose or discontinue wages, hours or working conditions less than those contained in the Agreement and does not give the Association the right to limit management rights except as herein stated.

## ARTICLE 11 – GRIEVANCES AND ARBITRATION

- A. No employee shall have or exercise any of the authorities, powers, or duties of a representative in dealing with the employer unless written notice of this appointment is filed with the employer by the Association.
- B. Representatives shall be permitted to adjust grievances during working hours, provided, however, that no Representative shall leave the Representative's regular work for the purpose of adjusting grievances without reporting to and obtaining the permission of the Representative's supervisor. Time spent in handling grievances shall not be unreasonable or exclusive.
- C. For the purpose of this Agreement, the term "grievance" shall mean a complaint by an employee that there is a disagreement or dispute as to the meaning or application of any provision of this Agreement. Should any grievance arise, the procedure of settlement shall be in the following order and manner:
  - 1. The Representative, with or without the employee, shall take up the grievance or dispute with the Chief of the department within thirty (30) days after the date of the grievance or the employee's knowledge of its occurrence. The Chief shall attempt to adjust the matter and shall render a decision to the Representative in writing within seven (7) days;
  - 2. If said grievance has not been settled, it shall be presented in writing by the Association Representative or an appropriate Association Grievance Committee to the Town Manager or designee within seven (7) days after the Police Chiefs decision is rendered. The Town Manager or designee shall render a decision to the Association or its Grievance Committee in writing within fourteen (14) days after presented to the Town Manager or designee;
  - 3. If said grievance is still unsettled, either party to this Agreement may, within fourteen (14) days, by written notice to each other, submit the grievance to arbitration. The parties shall within five (5) days of the demand for arbitration jointly attempt to agree on a single arbitrator. In the absence of mutual agreement, the grievance shall be submitted to the Maine State Labor Relations Board of Arbitration and Conciliation, in accordance with the Municipal Public Employees Labor Relations Act, revised 1976, and amendment thereto, or any successor act enacted by the Legislature of the State of Maine governing arbitration of public employees. The Arbitrator's decision shall be final and binding on both parties. The cost of arbitration shall be borne equally by both parties.
- D. It is suggested that, for orderly handling of all police business, and for the prevention of grievances that might arise, there be a monthly meeting held between the Chief of Police and the Representatives appointed by the said Association. Monthly meetings may be canceled if both parties agree and a monthly meeting does not seem necessary at the time.
- E. Deadlines may be extended if mutually agreed by both parties.



## **ARTICLE 12 – DISCIPLINARY HEARINGS**

- A. In accordance with Section 969 of the Municipal Employees Labor Relations Law of 1969 and amendments thereto, except in cases of emergency, and disciplinary action by the Town against any employee of the Skowhegan Police Department covered by this agreement, upon any charge of violation of department rules, inefficiency, incompetence, misconduct, negligence, insubordination, disloyalty, or other charge shall first be preceded by a meeting between the charging party, the charged party, and an Association representative in an attempt to amicably settle the charge. In case of dire emergency, the employee may be placed on administrated leave pending a meeting between the three foregoing parties concerning the settlement of the charge.
- B. Any member so charged who submits a grievance in accordance with the procedure outlined under Article 11 Section C above shall have the right to be represented by legal counsel or others at said hearing.
- C. Any verbal reprimand shall be removed from an employee's personnel folder after one year as long as no discipline has been issued within that period of time for an offense of the same nature. Any written reprimand shall be removed after two years as long as no discipline has been issued within that period of time for an offense of the same nature. Suspension of three days or less shall be removed after three years. Suspension of more than three days shall be removed after five years. Employees shall be responsible for monitoring their own personnel files and requesting that the subject disciplinary documentation be removed when appropriate.

## **ARTICLE 13 – COMPLAINTS FROM THE PUBLIC**

Any complaint from the public shall be handled in accordance with the present policy of the department established by the Chief of Police. Any complaint which may result in the suspension of an officer shall be in writing.

## **ARTICLE 14 – LEGAL PROTECTION**

The Town shall provide police professional liability coverage for employees covered by this Agreement to the extent of limits as stated in said policy of insurance. Such policy shall cover the employee when sued for damages as a result of acts as stated, defined and limited in said policy which arise out of and in the regular course of duty. The limits of liability coverage shall be stated, defined and limited in said policy and shall be the following minimum amount: (1) for each person \$500,000.00 (2) each incident \$500,000.00 and (3) policy period aggregate of \$500,000.00.

## **ARTICLE 15 – MANAGEMENT RIGHTS AND DEPARTMENT RULES**

Except as specifically limited by the express terms of this Agreement, the Town retains all of its rights to manage, supervise and control its operations to the fullest extent allowable under law. These rights and prerogatives include but are not limited to the right to:

1. Manage its operations, determine its organizational structure, and mission and the means, equipment, machinery, technology, personnel and classifications necessary to fulfill such mission;
2. Determine budgetary priorities and allocate funds;
3. Create classify, reclassify and/or merge classifications, decrease or eliminate positions as the Town determines necessary;
4. Establish or modify disciplinary standards and effect such discipline as the Town deems appropriate;
5. Layoff employees in its sole discretion to the maximum extent allowable by law;
6. Make changes in all other matters within the discretionary authority of the employer.

The Town's failure to exercise any of such rights shall not be deemed a waiver of such rights; rather the rights of the Town expressed herein shall be inviolate during the term of this agreement.

No provision of this management rights clause shall be constructed to enlarge the Association's rights under this agreement.

## **ARTICLE 16 – WAGES**

### **A. Wages**

Wages are contained in Appendix A of the Agreement, attached hereto, and made part of this Agreement. Attached wage scales specify annual step increases based upon years of service with the Town and rank. Employees whose pay rates are above the scale will continue to receive their current rates.

Lateral Entry: The scale will provide for lateral entry at the employer's discretion for newly hired experienced officers to provide credit for their previous law enforcement experience under the terms and conditions currently in effect. The wage rate set upon date of hire will solidify the employee's step position in the wage scale. The employee will be entitled to receive wage increases based on that initial step position plus years of service with this department.

B. Definitions

The definition of "base rate of pay" and "regular hourly rate" for purposes of this Agreement shall include the rate of pay for employees covered by this Agreement in accordance with Appendix A.

C. Section 125 IRS Employee Withholding Accounts

Employees who are required to make a contribution toward the cost of the monthly health insurance/dental premiums may elect to make those contributions in a pre-tax manner under the provisions, rules and regulations of Section 125 IRS Code, as amended from time to time.

D. Method of Payment

Employees may elect to have their payroll check submitted through direct deposit to Town approved financial institutions. Direct deposit must be elected in writing by the employee.

F. The Chief of Police may appoint qualified Officers to the positions of School Resource Officer, and Training Officer.

**ARTICLE 17 – HOURS AND OVERTIME**

A. Hours

Except for special assignments and assignment changes, a normal work week for patrol officers consists of a combination of any twelve or ten hour shifts which averages out to forty-two hours per week in a 28 day cycle.

A normal work week for sergeants consists of any combination of twelve and eight hour shifts which averages out to forty-two hours per week in a 28 day cycle.

A normal work week for the detective consists of five eight hour shifts in a seven day period or a combination of any twelve or ten hour shifts which averages out to forty hours per week in a 28 day cycle.

Patrol officers may select permanent shifts, based on seniority, for periods not to exceed twelve weeks. Shift openings will be posted in a timely manner on the department's bulletin board by the deputy chief. It will be the responsibility of the individual patrol officers to submit their shift request, in writing, to the deputy chief within fourteen days (14) from the date the schedule is posted. Officers will indicate what their shift preferences are by labeling them 1, 2 or 3, etc.

Officers who fail to submit their request will be assigned a shift for the designated time period as determined by the chief of police or his/her designee.

Once officers are assigned a shift, swapping of shifts will not occur unless approved by the chief of police or his/her designee.

B. Compensation time off can be accumulated by the detective in lieu of overtime but in no event shall the time accumulated exceed 16 hours. Such compensatory time is earned at a rate of time and one half the number of eligible overtime hours worked. All CTO must be expended by the end of the calendar year. Training, meetings, programs and classes are applied to CTO.

C. Overtime

1. All hours worked in excess of a normal work week, which consists of an average of 40 or 42 hours per week, are paid at the monetary rate of one and one-half times the sum of the base hourly rate.
2. Employees called back to work receive a four hour minimum guarantee at time and one half for the work for which they are called back.
3. Employees scheduled for training classes, programs or meetings, receive a minimum one hour guarantee.
4. For the purposes of this section, "hours worked" shall mean only the following; hours actually worked.
5. For the purposes of this section "hours worked" shall not include:
  - a. Hours compensated for by sick leave pay;
  - b. Hours compensated for by holiday pay as set forth in Article 25;
  - c. Hours compensated for by military reserve service leave;
  - d. Hours compensated for by the four (4) hour minimum guarantee which are not actually worked;
  - e. Hours compensated for by the two (2) hours off-duty court appearance minimum guarantee which are not actually worked.
  - f. Hours compensated for vacation pay.
  - g. Hours compensated for personal days.

D. Court Pay

Employees who are required to make an off-duty attendance at court shall receive their base hourly rate at time and one-half for the time spent in court, with a minimum of two (2) hours

pay at time and one-half for each such attendance. All payments from the court shall be submitted directly to the Town.

E. Outside Overtime

Special details shall be defined as those assignments which are billable to someone other than the Police department. All special details which are paid by the department shall first be filled by Reserve Officers.

The Chief of Police will post all special detail assignments for selection by full-time Police Officers. If no Full-Time Officers elect to take that assignment, the Chief may fill the special detail assignment with a Reserve Officer. Special details shall be defined as those assignments which are billable to someone other than the Police department. All special details which are paid by the department, shall first be filled by Reserve Officers.

Police Officers working a special detail assignment, will receive a minimum of four (4) hours pay at time and one half

If an officer who has signed up for a special detail assignment is unable to or elects not to work the assignment and does so after the seventy-two (72) hour deadline, it is the Police Officers responsibility to find a replacement. If a replacement is not found, it is the Officer's responsibility to work that special detail assignment.

**ARTICLE 18 – RIGHT TO SUBSTITUTE**

The right to substitute at any time shall be permitted provided, however that permission to substitute on any shift shall be obtained from the Chief or designee, provided that someone will be available at all times with reasonable notice.

**ARTICLE 19 – HEALTH INSURANCE/DENTAL INSURANCE & LIFE INSURANCE**

A. Health Insurance

For all full-time employees, the Town offers the Traditional Comprehensive and Comprehensive POS health insurance plans through the Maine Municipal Employees Health Trust (MMEHT). Effective January 1, 2013, the Town will the change health insurance plan to the POS-200 Plan through MMEHT and provide each employee in the POS-200 Plan annually with a \$200 health reimbursement arrangement (HRA) to offset the employee's deductible. Employees will be responsible for their dependant(s) deductible.

Dual Option: Employees may choose to retain the Comprehensive POS Plan but must pay the difference in cost between the two plans, minus the amount of the applicable HRA. The Town shall pay (100%) of the employee's health insurance premium and (50%) of the family health insurance premium. Open enrollment and portability of spouses and dependents shall be in accordance with the law and rules and regulations as set forth by MMEHT. The

current health insurance coverage may be changed as long as the level of benefits is equal to or greater than the existing plan. Employee contributions shall be made through payroll deduction.

**B. Dental Insurance**

For all full-time employees, the Town offers Dental Plan "A" through the Maine Municipal Employees Health Trust. The Town shall pay (100%) of the employee's dental insurance premium and (0%) for dependent coverage. Open enrollment and portability of spouses and dependents shall be in accordance with the law and rules and regulations as set forth by the Maine Municipal Employees Health Trust. The current dental insurance coverage may be changed as long as the level of benefits is equal to or greater than the existing plan. Employee Contributions shall be made through payroll deduction.

**C. Life Insurance**

All full-time employees covered under the Maine Municipal Employees Health Trust will be eligible for life insurance at 1X their annual salary at no cost. Employees will be eligible to purchase supplemental life insurance in 1X annual salary increments. The employee will be responsible to pay (100%) of the premium for supplemental life insurance.

**D. Health Insurance Buy-out**

Employees who are covered by a comparable group health insurance plan may, subject to the rules of the health insurance provider, drop entirely the Town's health coverage. In exchange, that employee will receive three (3) payments of five hundred dollars (\$500.00) during the course of the year.

Reenrollment in the plan may occur under the rules of open enrollment or if the employee incurs a "qualifying event" as outlined in the Health Trust Plan Document.

**ARTICLE 20 – SICK LEAVE**

A. Sick leave shall be granted at the rate of eight (8) hours per month, and sick leave accumulation shall be limited to twenty-six (26) weeks (1,040 hours) total.

B. Sick leave may be used only in the following cases:

1. Personal illness or physical or mental incapacity of such a degree as to render the employee unable to perform the duties of the employee's position, unless other work in the Police Department which the employee is capable of doing is available and the Police Chief or designee assigns the officer to such other work. If requested by the Chief or designee, the employee shall furnish a certificate from the attending physician. If such certificate is requested by the Chief or designee, the Town hereby agrees to pay any cost incurred by the employee as a result of obtaining such certificate. The Town will pay only

upon proof of charge.

2. In the event that a spouse and/or child is physically or mentally incapacitated to a degree that the employee is required to attend such incapacitated spouse and/or child at the discretion of the Town Manager or designee
3. Sick leave may not be used for lost time due to an injury or occupational illness incurred while the employee was working for another employer.
4. A maximum of forty (40) hours per week will be paid for any employee on sick leave.
5. An employee who retires from active service and has unused, unpaid accumulated sick leave and/or vacation leave, is immediately eligible to use up to ninety (90) days of unused, unpaid sick leave and/or vacation leave towards creditable service, to retire early in accordance with the Maine State Retirement rules.
6. The Town may request a medical verification after an employee has been absent three (3) consecutive days.
7. Employees are expected to call the department at least two hours prior to the start of their work shift when calling in sick.
8. If an employee goes a six-month period without using a sick day, the employee will have one sick day converted to a personal day for use at the employee's choice subject to approval by the Police Chief.

## **ARTICLE 21 – MEMBERS RIGHTS**

### A. Introduction

The Chief or Deputy Chief shall be responsible to ensure that all allegations of misconduct and other violations shall be investigated. Such investigation shall be completed within a reasonable time based upon the circumstances of the alleged misconduct and the investigation. If the investigation is as a result of a complaint from the public, misconduct, or other violations that come to the attention of a superior officer, the following shall be followed:

### B. No Probable Cause

The Chief or Deputy Chief (or designated officer) shall investigate all such allegations.

Such investigator shall inform any member under investigation and his/her commanding officer of the nature of the investigation before it commences. If diligent efforts to contact the member fail, the investigator shall advise the designated representative (Steward) of the command unit. Sufficient information to apprise the member of the specific allegations will

be provided. The investigating officer shall be allowed to interview the complainant prior to notifying the member. Where no probable cause is found, the investigation will terminate and the record shall not become part of the member's personnel file.

#### C. Probable Cause

When an investigator believes that there is reasonable cause to interview a member under investigation concerning an alleged violation of the department's operating procedure or misconduct, the member shall be afforded forty-eight (48) hours notice, unless an emergency exists or such right is waived, to contract and consult privately with an attorney or other counsel of his/her own choosing before being interviewed.

1. The interview of any department member shall be at a reasonable hour, preferably when the member is on duty, and during the daylight hours, unless the course of the investigation dictates otherwise, and such interview will be conducted without unreasonable delay.
2. The interview shall take place at a location designated by the investigating officer and shall be at the police station when feasible. If requested, a representative of the Union may be present at the initial interview and shall be allowed to confer privately with the employee.
3. The member of the department being questioned shall be informed of the identity of all persons present during the interview. If it is known that the member of the department being interviewed is a witness only, she/he shall be so informed. The interview shall be conducted with the maximum amount of confidentiality possible. The questions shall be specifically related to the alleged violation. If any previously undisclosed matter is discovered which may be subject to investigation, it shall be handled pursuant to this procedure.
4. If after the investigating officer has interviewed the complainant and the member in question and it is determined by the Chief or Deputy Chief that such misconduct, or other violation, is not a dismissible offense or of such magnitude that a suspension would result, the finding shall be provided to the member's commanding officer for disposition within then (10) working days of such determination and the member so informed.
5. Upon completion of such investigation where probable cause exists to warrant suspension or dismissal, the results of such investigation interviews shall be provided to the Chief. In such cases, when formal charges are preferred, such charges shall be provided to the member in question in writing and a copy provided to the President of the commanding unit.

#### D. Criminal Investigation

Any criminal investigation of or concerning said member conducted by an outside agency (i.e., District Attorney or State Attorney General) may cause the Police Chief or his/her



designated investigating officer to suspend any interdepartmental investigation and to suspend the individual member immediately with pay pending the results of the external investigation. If the member is indicted as a result of the external investigation, then the member shall be suspended without pay pending final disposition. In cases where probable cause exists that a criminal offense has been committed, the member may be suspended immediately without pay pending disposition of the charges.

E. Polygraph Examination

If a member under investigation agrees to submit to a polygraph examination, she/he will be furnished a list of questions to be asked, sufficiently prior to the examination to enable the member to confer with counsel of his/her choosing prior to the polygraph examination. If a member agrees to submit to any type of test, she/he shall be advised of the test and the member will be afforded an opportunity to obtain a similar independent test if available. If a member refuses to take a polygraph test, the refusal shall not be introduced into evidence in any disciplinary hearing nor have any bearing upon discipline, suspension or dismissal. If a polygraph examination is taken, neither party to the contract, nor its representatives, may object to the admissibility and use of the examination's results at any hearing, but either party may argue as to the weight to be accorded such results at any such hearing.

F. Completion of Investigation

Within fifteen (15) calendar days of the completion of the investigation, the member shall be advised of the final outcome. No charges shall be brought unless the proper interview procedures were followed as outlined in the previous paragraph and probable cause was found by the investigating officer.

G. Extension of Time limits

The Chief or his/her designated investigations officer shall have the ability and option to extend the time limits and notice requirements of the above-referenced option to extend the time limits and notice requirements of the above-referenced procedure provided that written notification is given to the individual member being investigated.

H. Procedural Errors

Failure to follow the above procedure, unless waived by the member in question, shall result in dismissal of all charges, with prejudice, and destruction of all related records.

I. Garrity Warning

If member of this Department is directed to appear and answer questions before the Chief or his/her designee, the following warnings shall be given to the member concerned prior to the commencement of the interview: *Officer \_\_\_\_\_ you are being questioned as part of an official investigation of the Skowhegan Police Department You will be asked questions relating to the performance of your official duties and conduct. You are entitled to assert*

*your Fifth Amendment rights during this investigation. If you do so, you may be subject to suspension, termination, or some other appropriate penalty. If you so desire not to invoke the Constitutional privilege, anything said of an incriminating nature may not be used against you in a criminal proceeding.*

## **ARTICLE 22 – WORKER’S COMPENSATION**

The Town will pay the premiums for Worker’s Compensation insurance. Employees who sustain injury on the job and are eligible for Worker’s Compensation benefits shall not be paid sick leave and shall only receive the benefits allowed under the Maine Worker’s Compensation Act.

Any employee who sustains illness or injury on the job shall be allowed to utilize accrued paid leave during the workers compensation seven (7) day waiting period. The employee shall notify the employer through the normal process as to preference as soon as physically able. If no preference is requested, sick time will be charged first then other available accrued paid leave secondary.

When receiving Worker’s Compensation, the Town will pay health insurance premiums for the employee, and the employee will continue to accrue sick and vacation time in accordance with the terms of this Agreement. During said period the employee may continue to make the employee pension contribution to MPERS.

## **ARTICLE 23 – OFF-DUTY INJURIES**

If an employee of the police unit, while off duty and within the boundaries of the Town of Skowhegan, is called into a situation where there is a serious crime in progress, where there exists an imminent threat or danger of bodily injury or death of a citizen, and is injured while doing so, the Town shall assume the responsibility to pay medical, surgical and hospital expenses unpaid by other coverages. The Town’s responsibility under this section does not extend to situations where the officer acted in a negligent manner or was acting in violation of any departmental rule.

## **ARTICLE 24 – VACATIONS**

Employees shall accrue vacation based upon the following:

1. One (1) week for one (1) year of continuous service
2. Two (2) weeks for two (2) years of continuous service
3. Three (3) weeks for five (5) years of continuous service

4. Four (4) weeks for ten (10) years of continuous service
5. After ten years of service, each employee shall accrue one-half (1/2) of a vacation day for each year of service.
6. Effective January 1, 2011 all employees' vacation time will be accrued monthly on their anniversary date and may accumulate up to five (5) weeks. Vacation will not be permitted to be carried over without the prior approval of the town manager. However, employees shall not receive vacation leave until they have completed their first six months of employment by the town as a full-time employee. Time used will be based on accrued time.

### ARTICLE 25 – HOLIDAYS

- A. The following holidays shall be paid holidays for regular town employees:
  1. New Year's Day
  2. Washington's Birthday (President's Day)
  3. Patriots Day
  4. Memorial Day
  5. Independence Day
  6. Labor Day
  7. Veteran's Day
  8. Thanksgiving Day
  9. Christmas Day
- B. Effective January 1, 2013, for employees that are scheduled five eight hour shifts in a seven day period, typically Monday through Friday, holidays shall be paid on the observed holiday. If a regular holiday falls on a Sunday, the following Monday is considered a Holiday; if on a Saturday, the preceding Friday, unless stipulated. For employees that are scheduled a combination of any twelve, ten, or eight hour shifts which averages out to forty-two hours per week in a 28 day cycle holidays shall be paid and observed on the actual day of the holiday.
- C. A person on a leave of absence without pay shall not be entitled to holiday pay.
- D. Holiday pay is to be considered eight (8) hours pay.
- E. Each employee working a holiday shall be paid eight (8) hours of holiday pay plus 1 ½ times their regular rate of pay.
- F. If the holiday falls on an employees scheduled day off, the employee shall be paid eight (8) hours of holiday pay at their regular rate of pay.
- G. Employees are granted two (2) personal days annually to use at the employee's choice,

subject only to scheduling approval by the Police Chief.

### **ARTICLE 26 – BEREAVEMENT LEAVE**

An employee may be excused from work for up to three (3) work days because of death in his or hers immediate family, as outlined below, and shall be paid his or her regular rate of pay for the scheduled work hours missed. It is intended this time off be used for the purpose of handling necessary arrangements and the attendance at the funeral. Additional time off may be given at the discretion of the Town Manager or designee. Any bereavement taken will be deducted from the Employee's accumulated sick leave.

For the purposes of this article only, immediate family is defined as spouse, parents, step parents, children, step children, brothers, sisters, parents in-law, grandparents, grandchildren and significant other. One work day may be granted to employees at the sole discretion of the Town Manager or designee for attendance at the funeral of persons not covered by the above definition.

The identity of the "significant other" shall be provided to the Chief of Police in a sealed envelope and kept in the officer's personnel file. The identity shall not be determined unless the officer requests leave under this provision.

### **ARTICLE 27 – PENSION**

Maine Public Employees Retirement System

The Town of Skowhegan is a member of the Maine Public Employees Retirement Consolidated Plan. The Town of Skowhegan has also entered into an agreement with the Social Security Administration which makes it mandatory for the Town and its employees to make contributions to Social Security and Medicare. All employees have the option of joining the Maine Public Employees Retirement System Consolidated Plan. The Town of Skowhegan has enrolled in the following plan through The Maine Public Employees Retirement System:

1. Special Plan 3C with Cola- Employees contribute 8% of their Gross earnings (Federal Tax Deferred) and the Town contributes at a rate set by the Maine State Retirement System annually. This plan allows an employee to retire with benefits after twenty-five (25) years of service with no age limit and collect 2/3 pay. Eligible employees include Police Officers, Sergeants and Detectives.

### **ARTICLE 28 – CLOTHING ALLOWANCE**

The Town agrees to fully outfit any new Full-Time Officer as listed in Appendix B of the Agreement and thereafter repair or replace on an as needed basis any uniforms or equipment at the discretion of the Chief of Police or designee.

The Town agrees to pay the Detective an amount not to exceed \$400.00 per year for each year through payroll for the acquisition and replacement of work clothing. Unacceptable attire would include: jeans, sneakers, sandals, t-shirts, sweatshirts, sweatpants and shorts. The Chief or designee shall have the discretion of allowing unacceptable attire during special assignments.

### **ARTICLE 29 – SAVINGS CLAUSE**

If any provision of this Agreement shall be contrary to any state law, such conflict shall not affect the validity of the remaining provisions. The Town and the Association agree to meet and negotiate impact and determine the need for a replacement clause within thirty (30) days of the Declaration of invalidity of such clause.

### **ARTICLE 30 – PHYSICAL FITNESS**

Members who successfully complete an annual physical fitness assessment will receive three hundred dollars (\$300.00) for each annual completion. The standards for the assessment shall be those in effect at the time through the Maine Criminal Justice Academy. Participation in this program is strictly voluntary. This section does not apply to testing required as a condition of employment for entrance into the Maine Criminal Justice Academy.

### **ARTICLE 31 – TERMS OF AGREEMENT**

#### **A. Term of Agreement**


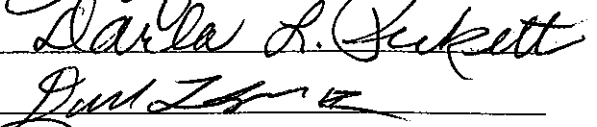
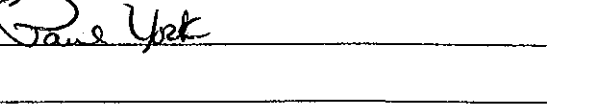
The Agreement shall cover the rights of the parties from July 1, 2015 through June 30, 2016, provided, however, that if the Board of Selectmen of the Town of Skowhegan shall not ratify insofar as it relates to economic matter within twenty-one (21) days from the date thereof, this Agreement shall be invalid for all purposes.

#### **B. Zipper Clause**

During the negotiations which resulted in this Agreement, both parties had the unlimited right to present proposals and counter proposals. Therefore, during the term of this Agreement, neither party will be required to negotiate over these items whether or not contained herein, provided the Association retains its right to bargain over the impact of a legislative change, a charter change and/or a change in existing department rules that substantially impacts the employees' wages, hours, and terms and conditions of employment.

IN WITNESS THEREOF, the Town has caused this Agreement to be executed and its corporate seal to be affixed by Christine Almand, its Town Manager, duly authorized by the Board of Selectmen of the Town of Skowhegan, as of the first day and year first above written, and the Maine Association of Police has caused this instrument to be signed by, hereunto duly authorized as of the day and year first mentioned above by the members of the Association.

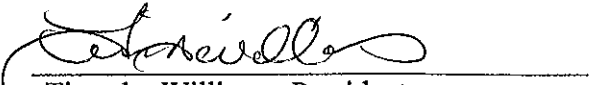
Date: March 24, 2015 For the Town

  
\_\_\_\_\_  
Darla L. Peckett  
  
\_\_\_\_\_  
Paul Z...  
  
\_\_\_\_\_  
Jane York

Date: March 25, 2015 For the Town

  
\_\_\_\_\_  
Christine Almand, Town Manager

Date: March 25, 2015 For the Association

  
\_\_\_\_\_  
Timothy Williams, President

## Appendix A

### Pay Scale Information

Annual step increases based on years of service with the Town and rank to occur on full-time anniversary date.

<b>Police Union Wage Scale</b>	
<b>7/01/2015 – 6/30/2016</b>	
Hire	\$16.59
Year 3	\$17.99
Year 5	\$19.65
Year 8	\$20.74
Year 10	\$21.84
SRO	\$0.50
Detective	\$1.00
Patrol Sergeant	\$2.00
Detective Sergeant	\$3.00

Longevity – Employees with fifteen (15) years of service to the Town shall be paid \$0.50 per hour in addition to the base rate of pay. Employees with twenty (20) years of service to the Town shall be paid \$1.00 per hour in addition to the base rate of pay.

## Appendix B

### Initial Uniform and Equipment List

Quantity	Item
1	Protective vest w/accs
3	Short Sleeve Uniform Shirts
3	Long Sleeve Uniform Shirts
3	Pairs of Pants
1	Winter jacket
1	Rain jacket
1	Cruiser jacket
1	Gun Belt
4	Belt Keepers
1	Gun Holster
1	Duty Weapon
2	Magazines for Duty Weapon
1	Mag pouch
1	Pair of Handcuffs
1	Handcuff key
1	Handcuff pouch
1	Set of keys to cars, station
1	OC Spray
1	OC Spray pouch
1	Taser clip or holster
1	Stinger flashlight
1	Flashlight holster
1	Collapsible baton
1	Collapsible baton holster
1	Latex glove pouch w/gloves
1	Pair of frisk gloves
1	Portable radio
1	Port radio charger
1	Port radio holster
1	ID Card
1	Policy CD
1	Body cam w/accs
1	Reflective vest
1	Ball cap
1	Winter hat
1	Stetson
1	Set of collar brass
1	Name tag
1	Neck tie
1	Tie clip
2	Badges
1	Boots