

AGREEMENT

between

TOWN OF WELLS

and

WELLS POLICE ASSOCIATION

July 1, 2020 to June 30, 2023

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## **ARTICLE 1 - PREAMBLE**

Pursuant to the provisions of Chapter 9-A, Revised Statutes of Maine, Title 26, as enacted by the Maine Legislature in 1969 and amended, entitled “An Act Establishing the Municipal Public Employees Labor Relations Law,” this Agreement is made and entered into by and between the Town of Wells, Maine, hereinafter referred to as the “Town,” and the Wells Police Benevolent Association, hereinafter referred to as the “Association” or the “Union.”

## **ARTICLE 2 - RECOGNITION**

The Town recognizes the Association as the exclusive bargaining agent for the purpose of collective bargaining relative to wages, hours, and working conditions for all full-time Officers, Detectives, Corporals, Sergeants, and Dispatchers employed by the Wells Police Department, who are public employees. It is acknowledged by the Association that service in a special assignment is not a promotion, and Patrol Officers assigned to these positions can, at the Chief’s discretion, be permanently transferred back to Patrol; however, nothing in this article shall abridge the right of the Town to assign Officers.

For the purposes of this contract, a unit member’s position classification can be only either Police Officer or Dispatcher.

## **ARTICLE 3 - NON-DISCRIMINATION**

Employees covered by this Agreement shall have the right to join, or refrain from joining, the Association. No member of the bargaining unit shall be favored or discriminated against, either by the Town or by the Association, because of membership or non-membership in the Association.

The Town and the Association 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, sex, national origin, age, sexual orientation or condition of handicap, except where based on a bona fide occupational qualification, nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of race, color, religion, sex, national origin, age, or condition of handicap, except where based on a bona fide occupational qualification.

The use of male or female gender of nouns or 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.

An employee may choose to use the grievance procedure to pursue any alleged violation under this article, or may choose to pursue the matter through the Maine Human Rights Commission or a Federal or State court; but the employee shall be limited to only one of these actions.

#### **ARTICLE 4 - MANAGEMENT RIGHTS - POLICE**

The Town retains all rights and authority to manage and direct its employees and to determine work shift assignments, except as otherwise specifically provided in this Agreement. The Association acknowledges the right of the Town to make such reasonable rules and regulations governing the conduct of its employees as are not specifically inconsistent with the provisions of this Agreement. The Town agrees to forward copies of said rules and amendments thereto to the Association and the designated Association stewards.

#### **ARTICLE 4A - MANAGEMENT RIGHTS - DISPATCH**

The Town retains all rights and authority to manage and direct its employees, except as otherwise specifically provided for in this Agreement. It is recognized by way of illustration and not by way of limitation that such rights and authority include, but are not limited to, the right and authority: to exercise control and discretion over the organization and efficiency of operations of the department; to set standards for service to be offered to the public; to direct the employees of the department including the right to assign work and overtime; to hire, examine, classify, evaluate, promote, train, transfer, assign and schedule employees in positions with the Town; to suspend, demote, discharge, or take other disciplinary action against employees for just cause; to increase, reduce or change, modify or alter the composition and size of the workforce, including the right to relieve employees from duties because of lack of work or funds or other legitimate reasons, to determine the location, method, means, and personnel by which operations are to be conducted, including the right to determine whether goods or services are to be made, provided, or purchased; to establish, modify, combine or abolish job positions and classifications; to change or eliminate existing methods of operations, equipment or facilities; to establish, implement, and maintain effective safety, health, and property protection measures; to create, modify or delete departmental rules and regulations; to contract or subcontract out work, to take any necessary action to carry out the mission of the Department in cases of emergency. The Union acknowledges the right of the Town to make such reasonable rules and regulations governing the conduct of its employees as are not specifically inconsistent with the provisions of this agreement. The Town agrees to forward copies of said rules and amendments thereto the Union and the designated Union Stewards.

**ARTICLE 5 - UNION SECURITY**

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

Any employee who chooses not to become a Member of the WPA/MAP, or any Member who chooses to cease to be a Member, shall be bound by such choice except as provided in this Article. Any Member who chooses not to join, or opts out of, the WPA/MAP shall be entitled to representation by the WPA/MAP but only upon payments to WPA/MAP of reasonable fees, including reasonable fees for employee representative services and for attorneys' fees, costs and expenses, including arbitrators' fees and expenses, that are incurred by WPA/MAP in the course of that representation. The current schedule of WPA/MAP non-member fees is set forth below:

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

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

Any Member may change his/her status with respect to membership but only during the twenty (20) day period immediately prior to the expiration of the collective bargaining agreement then in effect by giving written notice of the same to the Town and WPA/MAP during that

period. Otherwise, their current membership status shall continue to the next opt out period in the next pending contract.

Nothing in this article shall diminish the right of any employee covered hereunder to present his own grievances as set forth in Title 26, MRSA, Chapter 9-A, Section 967.

3) Check-Off. The Town shall deduct regular dues on a weekly basis upon receipt of signed authorization from members (a copy of which is to be retained by the Town) and a certified statement from the Secretary-Treasurer of the Association as to the amount of dues. The Town shall forward all such dues collected to the Secretary-Treasurer of the Association by the 10<sup>th</sup> of the following month in which deductions were made.

4) The Association shall indemnify and save the Town harmless from any liability that may arise out of the Town's reliance upon any payroll deduction authorization cards presented to the Town by the Association. Such indemnification shall apply to damages that are sustained as a result of procedural errors or due to reason of mistake of fact that was in the control of or the responsibility of the Association.

#### **ARTICLE 6 - REGULAR EMPLOYEES**

All persons within this unit, with the exception of Dispatchers, shall serve a probationary period of twelve (12) months commencing upon graduation from the Maine Criminal Justice Academy. For persons hired who have graduated from the Maine Criminal Justice Academy, or who have had attendance at the Academy waived by the Academy Directors, the probationary period shall be twelve (12) months from the employee's date of hire. Dispatchers shall serve a probationary period of six (6) months.

With the exception of termination for cause, this probationary period shall not diminish the rights and benefits contained in this Agreement as they apply to public employees under 26 M.R.S.A. §962.6.

The Town of Wells Dispatchers shall fulfill the requirements of Dispatchers for the Police Department, Fire Department, Ambulance and other related duties.

**ARTICLE 7 – WAGES**

<b><u>Police Officers</u></b>								
July 1, 2020			July 1, 2021			July 1, 2022		
	Wkly	Hourly		Wkly	Hourly		Wkly	Hourly
Start	\$958.31	\$23.9577	Start	\$977.48	\$24.4369	Start	\$1,006.80	\$25.1700
Year 1	\$1,064.79	\$26.6197	Year 1	\$1,086.09	\$27.1521	Year 1	\$1,118.67	\$27.9667
Year 2	\$1,109.09	\$27.7273	Year 2	\$1,131.27	\$28.2818	Year 2	\$1,165.21	\$29.1303
Year 3	\$1,124.87	\$28.1217	Year 3	\$1,147.37	\$28.6841	Year 3	\$1,181.79	\$29.5447
Year 4	\$1,140.99	\$28.5247	Year 4	\$1,163.81	\$29.0952	Year 4	\$1,198.72	\$29.9680
Year 5	\$1,155.90	\$28.8975	Year 5	\$1,179.02	\$29.4755	Year 5	\$1,214.39	\$30.3597
Year 7	\$1,169.66	\$29.2415	Year 7	\$1,193.05	\$29.8263	Year 7	\$1,228.84	\$30.7211
Year 9	\$1,182.29	\$29.5572	Year 9	\$1,205.94	\$30.1483	Year 9	\$1,242.11	\$31.0528
<b><u>Corporals</u></b>								
July 1, 2020			July 1, 2021			July 1, 2022		
	Wkly	Hourly		Wkly	Hourly		Wkly	Hourly
Start	\$1,208.40	\$30.2099	Start	\$1,232.57	\$30.8141	Start	\$1,269.55	\$31.7385
Year 3	\$1,231.55	\$30.7887	Year 3	\$1,256.18	\$31.4045	Year 3	\$1,293.87	\$32.3466
Year 5	\$1,252.01	\$31.3003	Year 5	\$1,277.05	\$31.9263	Year 5	\$1,315.36	\$32.8841
<b><u>Sergeants</u></b>								
July 1, 2020			July 1, 2021			July 1, 2022		
	Wkly	Hourly		Wkly	Hourly		Wkly	Hourly
Start	\$1,350.32	\$33.7580	Start	\$1,377.33	\$34.4332	Start	\$1,418.65	\$35.4662
Year 3	\$1,366.58	\$34.1646	Year 3	\$1,393.91	\$34.8479	Year 3	\$1,435.73	\$35.8933
Year 5	\$1,381.30	\$34.5324	Year 5	\$1,408.93	\$35.2230	Year 5	\$1,451.19	\$36.2797
Year 9	\$1,404.05	\$35.1012	Year 9	\$1,432.13	\$35.8032	Year 9	\$1,475.09	\$36.8773

<b><u>Dispatch</u></b>								
July 1, 2020			July 1, 2021			July 1, 2022		
	Wkly	Hourly		Wkly	Hourly		Wkly	Hourly
Start	\$837.39	\$20.9400	Start	\$854.14	\$21.3588	Start	\$879.76	\$21.9996
Year 1	\$918.34	\$22.9600	Year 1	\$936.71	\$23.4192	Year 1	\$964.81	\$24.1218
Year 2	\$961.96	\$24.0500	Year 2	\$981.20	\$24.5310	Year 2	\$1,010.64	\$25.2669
Year 3	\$992.98	\$24.8300	Year 3	\$1,012.84	\$25.3266	Year 3	\$1,043.22	\$26.0864
Year 4	\$1,031.27	\$25.7800	Year 4	\$1,051.90	\$26.2956	Year 4	\$1,083.45	\$27.0845
Year 5	\$1,047.26	\$26.1900	Year 5	\$1,068.21	\$26.7138	Year 5	\$1,100.25	\$27.5152
Year 7	\$1,064.72	\$26.6200	Year 7	\$1,086.01	\$27.1524	Year 7	\$1,118.59	\$27.9670
Year 9	\$1,082.65	\$27.0700	Year 9	\$1,104.30	\$27.6114	Year 9	\$1,137.43	\$28.4397

The Chief of Police has the discretion to hire new employees at any wage step up to and including the 5 year step contained in the appropriate job classification. Such employees shall follow the regular wage steps on their anniversary.

1. ASSIGNMENTS/DIFFERENTIALS

These Assignments/Differentials are made at the sole discretion of the Chief of Police.

- Detective - shall receive fifty dollars (\$50.00) per week above their applicable Patrol Officer rate.
- School Resource Officer - shall receive fifty dollars (\$50.00) per week above their applicable Patrol Officer rate. (Stipend not applicable during summer vacation.)
- TAC – Dispatcher shall receive five dollars (\$5.00) per week above their applicable Dispatcher’s rate.
- FTO – 4 Patrol Officers and One Dispatcher Trainer shall be able to be FTOs and receive a \$20.00 per week stipend.
- Evidence Technician - shall receive ten dollars (\$10.00) per week above their applicable Patrol Officer rate.

The Chief of Police shall be free to create up to three (3) additional assignments

with differentials as needed for specialty areas or discrete job assignments. The assignments with differentials shall not exceed fifteen dollars (\$15.00) per week per assignment.

2. LONGEVITY

Employees shall receive longevity according to the following:

- After fifteen (15) years of continuous service - an additional twenty-five dollars (\$25) per week.
- After twenty (20) years of continuous service - an additional twenty dollars (\$20) per week.

The maximum a unit member can receive in longevity payments is forty-five dollars (\$45) per week.

3. STIPENDS

The Employer will pay employees holding valid Maine State licenses the following amounts:

EMT B - Patrol Only	\$50.00 per week
EMD – Dispatch Only	\$ 5.00 per week

\*\*All of the above stipends shall not be accumulative.

4. EMT LICENSURE

The Town agrees to pay for tuition and books for an EMT-B license course for Police Officers at the current Southern Maine EMS rate. These monies shall be reimbursed upon licensure.

5. NOTARY PUBLIC

Dispatchers will become Notary Publics at the town's expense. The Town agrees to pay for the Notary Public course and supplies needed to notarize police department documents. There will be no charge for any services rendered to the Town of Wells.

#### 6. EDUCATIONAL REIMBURSEMENT

Employees with a Bachelor's degree in Criminal Justice or a related field as determined by the Town manager shall receive a total payment of four percent (4%) of their base wage.

Employees with an Associate's degree in Criminal Justice or a related field as determined by the Town Manager shall receive a total payment of two percent (2%) of their base wage.

Employees will be responsible for attending courses on their own time, although the Chief may, at his/her discretion, allow attendance of on duty personnel. All other expenses shall be paid by the Officer.

### **ARTICLE 8 - HOURS OF WORK, OVERTIME, COURT TIME, CALL BACK**

- A. Hours Worked - The regular work week for members of the bargaining unit shall be forty (40) hours composed of five (5) eight (8) hour or four (4) ten (10) hour shifts within a seven (7) calendar day span. The Detective shall work a non-standard work week which shall also average forty (40) hours within a seven (7) calendar day span. The Detective shall work a non-standard work week which shall also average forty (40) hours within a seven (7) calendar day span. The Detective will be eligible for overtime pursuant to Section (B) hereof and shall also be eligible for call back pursuant to Section (E). At the end of this contract the five (5) eight (8) hour shifts will be

eliminated as an option.

The Town reserves the right to change the work schedule, but will provide the Association with a written notification arranging for an opportunity to meet and confer with respect to the change at least thirty (30) days in advance of such change.

For the purpose of scheduling training of two (2) weeks or less for Police Officers and Dispatchers, the Town may make changes in the work schedule of the least senior employee using a fourteen (14) day notice provision.

- B. Overtime - Time and one-half (1 1/2) the regular hourly rates shall be paid for hours assigned and worked beyond forty (40) hours in a week. The Chief of Police has sole discretion as to whether or not to fill a vacancy.
1. Overtime occurring with less than three days' notice shall be, if occurring on a Patrol Officer's shift, first offered to Patrol Officers on a rotating basis; then this overtime shall be offered to the Detectives by rotation; then to Sergeants (by rotation).
  2. Supervisors shall have the first opportunity to work all supervisory shifts. If the supervisors choose not to fill a supervisory shift, the Chief shall follow the above rotation.
  3. Overtime occurring with more than three days' notice shall be posted for three (3) days (72 hours), if possible. This overtime shall be assigned by rotation as per Section 1; the administration of this rotation system shall be done by the Association. After the three (3) day period, shifts still vacant will be filled in a manner determined by the Chief of Police.

4. Exceptions to the above-listed overtime procedures are as follows: All other town-paid overtime assignments, reasonably perceived to be of two (2) hours or less duration, shall be assigned at the direction of the Police Chief or Officer In Charge. The Chief may elect to fill long-term shift vacancies (more than three weeks) with qualified Reserve Officers or post it to be filled by regular Officers. If part of an eight (8) hour shift becomes open, it may be offered to those officers scheduled for the adjoining shift prior to going to the rotation list as outlined in B(1).

5. Dispatchers shall be offered overtime on a rotation basis by seniority except for scheduled non-assigned shifts. The Chief or his designee may fill such shifts with Reserve Dispatchers prior to asking regular Dispatchers. In addition, any vacancy or absence which is longer than five (5) days, after said 5 days, then the Chief or his designee may fill such shifts with Reserve Dispatchers prior to asking regular Dispatchers.

The Chief shall be free to use Reserve Officers prior to calling in regular Officers for work outside normally scheduled work such as Transfer Station, foot beats, hunting violations and special non-patrol duties (excluding special details as defined in Article 10).

C. Comp Time – Employees may request compensatory time off on an hour for hour and one-half (1 ½) basis in lieu of overtime for hours assigned and worked beyond forty (40) hours in a week. Such comp time will be granted at the sole discretion of the Police Chief or Town Manager and may accrue to a maximum of sixteen (16) hours per month. The accumulation of comp time shall be limited as described below for Police Officers and for dispatchers. Unit members shall request permission from the Police

Chief three (3) days prior to the use of comp time.

New hires shall be able to accrue up to eighty (80) hours of comp time. When an employee reaches the six (6) year mark and is scheduled to receive a third week of vacation, he / she shall have their comp time capped at sixty (60) hours. When an employee reaches the fourteen (14) plus year mark and is scheduled to receive a fourth week of vacation, he / she shall have their comp time capped at forty (40) hours.

At the full ratification of this Agreement, employees subject to the above cap on comp time accruals and who have comp time in excess of the applicable limitations shall have those excess hours grandfathered for use, but cannot earn or accrue additional comp time until their accrual reaches the applicable accrual cap.

- D. Court Time - Any unit employee who is required to attend Court outside of his regular work shift shall receive a minimum of four (4) hours pay at time and one-half (1 1/2) the regular hourly rate. All additional hours worked beyond the four (4) hour minimum shall be paid at the time and one-half (1 1/2) hourly rate. Officers who are required to stand by while on off-duty time to await notification on whether their attendance at Court will be necessary shall receive four (4) hours of stand-by pay at their regular hourly rate if they do not receive such notification by 12:01 p.m. of the court day. Court time shall include any appearance in Federal or State Court, quasi-judicial hearings and administrative agency proceedings.

All compensation made by the Court shall be turned over to the Town and not retained by the Officer. Court time shall not be computed in the overtime formula.

- E. Hours Worked - For purposes of this Article, "hours worked" shall mean only hours actually worked, except that should an employee incur an injury compensable under workers' compensation, any time remaining in the shift during which that injury

occurred shall be considered as “hours worked,” as well as hours compensated for by bereavement and vacation pay.

### **ARTICLE 9 - OUTSIDE EMPLOYMENT**

Regular employees may obtain outside employment with permission of the Chief of Police. Such employment may be terminated or curtailed by the Chief of Police, if, in the Chief’s judgment, such employment hinders the employee in the impartial or efficient performance of his duties. In any event, no employee shall fail to appear for a mandatory work-shift or assignment due to conflicting outside commitments.

The Chief of Police shall not exercise his discretion as set forth in this Article in an arbitrary or capricious manner or with the intent to discriminate against unit members.

### **ARTICLE 10 - SPECIAL JOBS**

Special jobs are defined as school or privately-paid, non-patrol assignments. Such assignments shall be offered to regular Officers who are off duty and available. Should such Officers refuse special job assignments, the assignments shall be given to Reserve Officers. Assignments of off duty and available Officers shall be on a rotation basis to insure equal opportunities for such work. A list of such assignments shall be maintained. Special duty assignments shall not be counted in the overtime formula. If the special assignment requires three or more Officers, one position will be offered at the Supervisory level and two at the Patrol level. If a Supervisor does not fill the opening, it will be offered to Patrol in the same manner of filling a Supervisory opening.

Officers shall receive time and one-half (1 1/2) of their regular rate of pay for special jobs with a minimum of four (4) hours.

### **ARTICLE 11 - SENIORITY**

A. The Town shall establish a seniority list naming all the employees covered by this Agreement, with the employee with the greatest seniority (years of service) in the department listed first. Said list shall be amended from time to time as circumstances shall warrant.

B. Seniority for the purposes of this Agreement shall be interpreted to mean the length of continuous service in a classification in the department from date of last full-time hire in that position. Seniority shall be a factor taken into consideration in all matters affecting promotions. Seniority shall be the controlling factor in all matters affecting vacation preferences and shift preference.

C. In the event it becomes necessary for the Town to lay off employees for any reason, the employees shall be laid off in the order of their seniority by classification with bumping rights within the department, provided the employees remaining are able to perform the available work. Employees shall be recalled in the reverse order of lay-off provided such employees are able to perform the available work. Seniority shall be maintained for one (1) year from the date of lay-off. Seniority rights shall be retained during illness, accident, or approved leaves of absence.

For a period of twenty-four (24) months after lay-off, Patrol employees shall have the right to be recalled. For a period of twelve (12) months after layoff, Dispatch employees shall have the right to be recalled. Employees shall be recalled from lay-off according to seniority by

certified mail to the employee's last known address. It is the responsibility of the laid-off employees to furnish any change of address to the employer for recall notices. If, following a lay-off, the employee fails or refuses to notify the employer of his intention to return to work within seven (7) calendar days after a written notice of recall is sent by certified to his last address on record with the employer, the employee has waived his/her right to recall.

D. The seniority list shall be posted on the department bulletin board within thirty (30) days after the signing of this Agreement and a copy thereof shall be sent to the Association. Any objections to the seniority list, as posted must be reported to the Town Manager, or his designee, within ten (10) days from the date posted or it shall stand as accepted and shall take force and effect.

**ARTICLE 12 - VACATIONS**

Each member of the bargaining unit shall accrue paid vacation time as follows:

- After one (1) year of continuous service - two (2) weeks.
- After six (6) years of continuous service - three (3) weeks.
- After fourteen (14) years of continuous service - four (4) weeks.
- After twenty (20) years of continuous service – five (5) weeks.

An employee may carry over a maximum of five (5) vacation days from one year to the next. The last pay period in March shall represent the end of the year for purposes of this Article. Unit members shall request permission from the Police Chief two (2) weeks prior to the use of vacation time. Vacation declared less than thirty (30) days prior to the use date shall not be limited by seniority election.

**ARTICLE 13 - HOLIDAYS**

The following shall be recognized as paid holidays:

New Year’s Day (actual)	Martin Luther King Day	Thanksgiving Day
Presidents Day	Labor Day	Day After Thanksgiving
Memorial Day	Columbus Day	Christmas Day (actual)
Independence Day (actual)	Veteran’s Day (actual)	

Holiday Pay for Day Off - Regularly scheduled employees shall receive a straight eight (8) hours to be placed in a holiday bank if the holiday falls on a scheduled day off.

Holiday Pay If Worked - Regularly scheduled employees will be expected to work their scheduled shift if it falls on the actual holiday or the legally observed holiday as listed in the chart above. Hours worked on a holiday shall be paid at one and one-half (1 1/2) times the regular hourly rate plus a straight eight (8) hours to be placed in a holiday bank. Hours worked on Thanksgiving and Christmas shall be paid at two (2) times the regular hourly rate plus a straight eight (8) hours to be placed in the holiday bank.

Non-standard work week employees must obtain prior approval from a supervisor before working a holiday. (This does not include extra work details or offered Patrol assignments.)

Employees shall request holiday time off at least three (3) days in advance. Two or more holidays used concurrently shall require the same notification as vacation time.

For the purposes of this article, holidays shall be observed on the date observed.

All unused holidays shall be paid back at straight time during the first pay period in December.

#### **ARTICLE 14 - SICK LEAVE**

A. Members of the bargaining unit shall accrue sick leave at the rate of one (1) day per month which may be accumulated to a maximum of one hundred twenty (120) days.

Sick leave may be used for personal non-service connected injuries or illness only except where the injury or illness is incurred through misconduct or gross negligence on the part of the employee.

The Town reserves the right to have a physician of its choice, and at its expense, examine employees on sick leave and to utilize the physician's report to judge the propriety of sick leave usage or to take recommended remedial action.

The Association may, if it believes an injustice has been done, have said employee re-examined at the Association's expense. In the event of disagreement between the doctor selected by the Town and the doctor selected by the Association, the Town and the Association doctors shall together select a third (3rd) doctor within thirty (30) days, whose opinion shall be final. Costs of such exam shall be shared by both parties.

Sick leave may be used for personal illness or physical incapacity which is defined as a condition of such a degree as to render the employee unable to perform the duties of his/her assigned position for a personal medical or dental appointment.

Sick leave may be used for attendance to members of the family within the household of the employee, including domestic partner, when the illness requires the care by the employee. If requested, the employee shall furnish a certificate from the attending physician.

Sick leave shall be taken on an hourly basis as needed.

Sick leave shall not be used for illness or injury which results directly from outside employment.

B. Payment on Separation - If the separation occurs in or after the employee's twentieth year of service, the employee shall be paid 50% of their accumulated and unused sick leave upon separation from Town employment.

The amount of payment shall be calculated based upon the employee's current regular straight time hourly rate of pay and shall be subject to the following conditions:

1. Employees must provide a minimum of two calendar weeks' notice.
2. Employees who are dismissed for cause shall not be eligible for payment of accrued sick leave.
3. Employees who are on lay-off and choose to receive the sick leave payback shall have the option of restoring that of sick leave by returning the sick leave payback should they be recalled.
4. Upon an employee's death, 100% of the employee's accumulated sick leave shall go to the employee's survivor or designated beneficiary.

C. Sick Leave Incentive Program

Starting upon ratification of this contract by both parties, an employee who goes a period of four (4) months without using any sick leave shall be credited with eight (8) hours of compensatory time. If an employee goes an additional four (4) month period without using any sick leave, he/she will get eight (8) additional hours of compensatory time. In no event shall an employee receive more than 24 hours of compensatory time in a twelve (12) month period.

- D. If an employee uses any sick leave, the next four (4) month period starts with their next day of work.

### **ARTICLE 15 - BEREAVEMENT LEAVE**

In the event of death in the immediate family of an employee, the employee shall be granted three (3) days' leave of absence with full pay to make necessary arrangements and to attend the funeral. "Immediate family" is hereby defined to include: Spouse, domestic partner, children, mother, father, brothers, sisters, mother-in-law, father-in-law, step-parents, and step-children. Five (5) days shall be granted for spouse and child in accordance with the above restrictions.

An amount of time, not to exceed one day, and to be determined by the Town Manager, will be allowed for the purpose of attending the funeral of other relatives or persons actually living in the same household. The Manager may extend the amount of time allowed, with the employee utilizing sick time, comp time or vacation time.

Unit members shall be allowed one (1) day of leave with pay to attend the wake or funeral of the employee's grandparents.

### **ARTICLE 16 - MILITARY LEAVE**

Employees shall be granted military leave of absence without loss of seniority, to fulfill their military duties in the armed forces, National Guard, or Military Reserves. The Town will pay the difference, if any, between the employee's regular pay and military pay up to a maximum of normal weekly salary for National Guard or Reserve training up to seventeen (17) days per year.

## **ARTICLE 17 - INJURY ON DUTY**

Employees who are covered by this Agreement and who are injured on the job may use paid sick leave time on a pro rata basis to make up the difference between the workers' compensation payments and their net wage. In the case of Police Officers only, if their sick leave is exhausted, the Town will pay the difference between workers' compensation payments and net pay for the balance of the first six month period.

Reporting: All injuries sustained in the course of employment shall be immediately reported to the employee's supervisor or department head as a requirement for leave or compensation. The employee, or (in the event that the employee is unable to complete the form) the employee's supervisor must complete a first report of occupational injury or illness.

Light Duty Work: It is the goal of the Town of Wells to assist an employee who sustains a work injury to return to the position they held at the time of the injury. Due to a work related injury or illness, an employee, upon recommendation from the treating physician may be given light duty for a period of time the condition exists provided that light duty is available within the police department. Light duty assignments must be approved by the Town Manager, Human Resource Director and the Police Chief. The employee must provide a medical request from the treating physician explaining the need for light duty, the estimated duration of the need and what restrictions on working assignments apply.

## **ARTICLE 18 - INSURANCES**

- A. Professional Liability Insurance - The Town will continue its present Professional Liability Insurance for the duration of this Agreement.

B. Health Insurance - The Town will provide through the Maine Municipal Employees Health Trust two health insurance coverage options: the PPO 500 with a Town-funded, Health Reimbursement Arrangement (HRA) and the Point of Service C plan (no HRA). The HRA plan will provide up to a \$500 reimbursement for single coverage deductible on the PPO 500 Plan and up to a \$1,000 reimbursement for family coverage deductible (includes the \$500 for single level). The HRA does not pay for co-insurance/out of pocket expenses. The PPO-500 plan will include an HRA to provide a \$500 reimbursement for single coverage deductible and \$1,000 reimbursement for family coverage deductible (includes the \$500 for single coverage) Employees shall have the ability to switch back and forth between the two plans at times as allowed by the Health Trust.

The premium costs of the plans will be shared by the Employer and employees in the following manner:

Employee Contribution per Week

	<u>PPO-500</u>	<u>POS-C</u>
Effective 7/1/14	20%	25%

C. Buy-out - The Town agrees to provide Unit members with the opportunity to use the Town’s “buy-out” insurance procedures. Employees electing to participate in the buyout program shall provide the Town with a written certification that the employee and his or her tax dependents have health coverage from another source that is not an individual policy. Employees who have comparable insurance coverage through another group plan may elect to drop the Town’s coverage and receive two hundred dollars (\$200.00) per month.

Buy-outs would not apply to married or legally partnered Town employees who both work for the Town and they would be required to take the least expensive option for the coverage i.e. Employee, Employee and Spouse or Employee and Family.

D. Section 125 – Spending Accounts

The Town agrees to offer Section 125 spending accounts as soon as administratively possible.

E. Dental/Optical Insurance – By July 1, 2013 the Town shall offer employees 100% employee paid Group Dental and Vision Insurance plans in the form currently being offered to other Town Employees.

F. Affordable Care Act – In the event that the health coverage provided hereunder becomes subject to excise tax or high cost employer-sponsored health coverage (known as the “Cadillac Tax”) as required under the Affordable Care Act, or any third party that is subject to the Cadillac Tax passes such tax through the Town or health plan participants by way of increased premiums, separate assessment or any other means (“Cost”), the parties hereto agree to renegotiate the terms of such health coverage to deal with the additional Cost within 30 days of becoming aware of such Cost.

**ARTICLE 19 - RETIREMENT**

Association members shall be able to participate (depending upon eligibility), with a contribution from the Town, in only one of the following plans:

A. All Police Officers and Dispatchers are eligible to join MPERS so-called 2C plan. As a condition of making MPERS available to Police Officers, the Town limits and caps its employer participation contribution to a maximum of 12.0% for the duration of this Agreement. If in any year of this Agreement the MainePERS employer's participation contribution rate for the 2C plan

is increased by MainePERS to an amount greater than the Town's limited 12.0 % contribution as set forth in this Agreement, the employees who participate in the MPERS 2C plan agree to contribute through payroll deduction the difference between the Town's limited contribution and the actual percentage charged to the Employer monthly by MainePERS (and during any period after this Agreement expires, up to and until a successor Agreement is negotiated and finally ratified). By way of example, if the MPERS 2C employer participation share increases to 14.0% in Year 2 of this Agreement, employees participating in the 2C plan agree to and will pay the additional 2.0% via payroll deduction. (On June 30, 2023, the 12.0% cap shall automatically be eliminated without further action by the parties.)

B. For employees in an ICMA Plan, the Employer match shall be set at 7% on July 1, 2020.

C. The International City Management Retirement Corporation (ICMARC). The Town agrees to match the employee's contribution to the ICMARC Plan up to a maximum of six percent (6.0%) of the employee's gross wages. The Town match will go into the ICMA RC 401 plan only; the employee contribution will go into the ICMA RC 457 plan. Part-time employees may participate fully in the ICMARC benefit. Employees may take loans against such ICMARC plans as may be permitted under the respective plan documents.

## **ARTICLE 20 - BULLETIN BOARDS**

The Town agrees to maintain a bulletin board with a side set off for the use of the Association notices. The Association shall limit its posting of notices and bulletins to the board provided.

**ARTICLE 21 - PRESIDENT AND VICE PRESIDENT**

A. The Town recognizes the right of the Association to designate one (1) President and one (1) Vice President. The authority of the President and Vice President so designated by the Association shall be limited to, and shall not exceed, the following duties and activities:

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 Association action;
3. the transmission of such messages and information which shall originate with and are authorized by the Local Association or its officers, provided such messages and information have been reduced to writing.

B. The time spent by the President or Vice President 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 Vice President combined. The Vice President 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 and shall be computed in calculating overtime hours.

With permission of the Chief of Police, the President or Vice President may be allowed time off without pay to attend official Association functions (such as an annual convention) for up to five (5) days provided that the request is made in writing at least ten

(10) 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 and Vice President.

### **ARTICLE 22 - ACCESS TO PREMISES**

Authorized representatives of the Association (not employees in the unit) may enter Town premises during normal working hours 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. Discussions with unit employees shall take place in the Meeting Room. The Town may require the showing of positive identification.

### **ARTICLE 23 - UNIFORMS AND EQUIPMENT-POLICE OFFICERS**

The Town will provide Officers with the basic uniform required. Requests for replacements will be made to the Chief of Police who shall handle purchasing. The uniform shall only be worn in places and at times which bear a reasonable relationship to the performance of official duties. Basic Uniform and Equipment (See Appendix A).

The Town agrees to repair or replace items of personal property damaged in the lines of duty up to a maximum of one hundred (\$100) dollars. The Town may require showing of reasonable evidence that the damage did occur in the line of duty.

The Town shall develop two lists of equipment. One list which will be original issue. The second list shall be established for what items can be purchased with the uniformed officers' clothing allowance without getting special permission from the Chief. Uniforms will be replaced

through a clothing allowance. The annual reimbursement will be \$700.00. There is a two year cap within which an employee can use their clothing allowance. From this, Detectives and Officers shall maintain their regular uniforms and their clothing and cleaning allowance.

It is understood that all unit members are responsible to present themselves in appropriate attire when working for the Wells Police Department. The above-mentioned clothing allowance is to be used for the maintenance of the uniform (and plain clothes for Detectives). If an individual Officer's clothing allowance has been spent, the Officer must replace any inappropriate attire at his/her expense. Unspent uniform funds may be carried over to the next year.

The Town agrees to repair or replace items of personal property damaged in the line of duty up to a maximum of one hundred (\$100) dollars. The Town may require showing of reasonable evidence that the damage did occur in the line of duty.

Original Issue

Long Sleeve Shirts	3	Collar Brass	1 Pr.
Short Sleeve Shirts	3	Name Tag	1
Trousers	3 Pr.	Side Arm Belt	1
Summer Footwear	1 Pr.	Uniform Belt	1
Winter Footwear	1 Pr.	Side Arm	1
Body Armor	1	Holster	1

Hat & Badge	1	Ammunition Carrier	1	
Baseball Cap	1	Handcuffs & Case	1	Reflective Vest 1
Summer Jacket	1	Rain Coat	1	
Winter Jacket	1	Hat Cover	1	
Necktie	1	OC Spray	1	
Tie Bar	1	OC Holder	1	
Keepers	4	Glove Pouch	1	
Badges	2	ASP (certified)	1	
Wallet Badge	1	Scabbard	1	
Badge/ID Case	1	Summons Book Holder	1	
Dress Blouse	1			

All items issued or purchased through an Officer's clothing allowance or original issue shall be returned to the department upon separation. Purchase Orders must be obtained before the employee may submit an order if they want it paid out of their clothing allowance.

### **Pre-Approved Uniform Items**

Officers are able to purchase items from this list without special permission from the Chief of Police as long as they have obtained a Purchase Order:

Uniforms

Off Duty Holster

Handcuffs

Leg Irons

Long Underwear

Black Turtlenecks

Off Duty Cuff Case

B.D.U. Black “NATO”

Regalia (FTO, SRO, K-9 & Blue Pin)

Gloves (1-patrol & 1-winter) (no Sap gloves)

Detectives (Plain Clothes) approved by Police Chief

Black Uniform V-neck Sweater

- All other items must be approved by the Chief of Police.
- The type, style and vendors will be approved by the Chief of Police.

All items issued or purchased through Officer’s clothing allowance shall be returned to the department upon separation.

### **ARTICLE 23A – UNIFORMS AND EQUIPMENT-DISPATCHERS**

The Town will provide Dispatchers with the basic uniform required as listed below. The Town will provide an account of \$175 per Dispatcher per year to maintain his/her uniforms. There is a two year cap within which an employee can use their clothing allowance. Requests for replacements will be made to the Chief of Police who shall handle purchasing. Purchase Orders must be obtained before the employee may submit an order if they want it paid out of their clothing allowance. All items issued or purchased through a Dispatchers clothing allowance or original issue shall be returned to the department upon separation. The uniform shall only be worn in places and at times which bear a reasonable relationship to the performance of official duties. The Basic Official Uniform includes:

- 3 – Wind shirts or fleece pullovers

- 3 – Polo Shirts
- 2 – Khaki Pants
- 2 – White Turtlenecks
- 1 – Pair of black boots or shoes
- 1 – Black belt

Uniforms shall be worn at all times while on duty as a Dispatcher.

It is understood that all unit members are responsible for presenting themselves in appropriate attire when working for the Town of Wells. The above-mentioned clothing allowance is to be used for the maintenance of the uniform. If an individual Dispatcher's clothing allowance has been spent, the Dispatcher must replace any inappropriate attire at his/her own expense.

#### **ARTICLE 24 - RIGHT TO SUBSTITUTE**

Unit members may substitute (trade off) for each other by permission of the Police Chief or designee obtained in advance of the substitution date with the following conditions:

- A. For purposes of this Article, substitution (trade-off) is done voluntarily by the employees involved.
- B. The obligation for pay back incurred as a result of agreeing to a substitution must be fulfilled within a twelve month period from the date of substitution.
- C. The substitution must be approved by the Police Chief or his designee and shall be in writing whenever possible.
- D. The substitution or trade-off shall not result in an increase in overtime or other increased costs to the Town.

## **ARTICLE 25 - MAINTENANCE OF BENEFITS**

It is mutually agreed that negotiable benefits or terms and conditions of employment affecting the members of this unit which are not covered by this Agreement shall remain in force throughout the duration of this Agreement subject to established procedures for changing these negotiable benefits or terms and conditions of employment.

## **ARTICLE 26 - SUBCONTRACTING**

Management shall maintain the right to establish contracts or sub-contracts for municipal operations, provided that this right shall not be used for the purpose or intention of undermining the Association or of discriminating against its members.

The above rights, responsibilities and prerogatives are not subject to delegation in whole or in part. Such rights may not be subject to review or determination in any grievance or arbitration proceeding, but the manner of exercise of such rights may be subject to the grievance procedures described in this Agreement.

## **ARTICLE 27 - EMERGENCY RESPONSE**

All persons subject to this Agreement must reside within an area which enables them to travel to the town limits within twenty (20) minutes at legal driving speeds. Any person who does not establish such residency as described above by the time he is a regular permanent employee shall be dismissed from employment.

Cell Phones: Employees will be expected to have their cell phone on and in their possession at all times when off duty and will call back to the Police Department in a timely manner proscribed by the current policy. The policy will include an exclusion for employees who

are at home (at a working number provided to the agency), at their place of worship, court, on vacation, or with written permission from a command staff member.

A cell phone allowance of \$10.00 per month will be paid to each Officer and Dispatcher in January of each year after showing proof of having an active cell phone for the entire year. The current pager policy will be modified for cell phones. This allowance will not be granted if the Officer and/or Dispatcher have not abided by the cell phone policy. Cell phones must work at the employees' home or where the employee spends the majority of time.

### **ARTICLE 28 - STRIKES**

The Association agrees that the Association, its Officers and members will not engage in strikes, slowdowns, or work stoppages. Such activities engaged in by unit employees may be just cause for dismissal.

### **ARTICLE 29 - TRAINING-POLICE OFFICERS**

After completion of the Maine Criminal Justice Academy "Basic School," the Town will provide opportunities not less than thirty (30) hours per employee for both Academy and in-service training. If in-service training occurs on an Officer's day off, then attendance will be mandatory only if the Officer is compensated for time spent training. Reasonable expenses for travel (IRS rate per mile), meals, and lodging will be reimbursed by the Town with the approval of the Police Chief.

Officers will qualify at least once per year in the use of the standard issue sidearm and will be provided opportunity to practice, including participation in competitive matches at the discretion of the Chief. Officers shall also qualify in the use of the standard issue shotgun once a year and will be provided sufficient ammunition to qualify.

In regard to Academy certified training, the Town will pay for the course and related board and room. There shall be no loss in pay for the Officer attending such training. As a condition of employment, an Officer who is trained at the Academy by the Town must indicate a good faith intention to serve for at least three (3) years in the department.

#### **ARTICLE 29A - TRAINING-DISPATCHERS**

The Town will provide opportunities as required by state and federal regulations to obtain and maintain certification.

#### **ARTICLE 30 - POSITION CLASSIFICATION**

The Town shall retain the right to establish or eliminate classifications. This right is not subject to review or determination in any grievance or arbitration proceeding, but the manner of exercise of this right may be subject to the grievance procedure described herein. The Town shall not exercise this right for the purpose of undermining the Association or discriminating against its members.

#### **ARTICLE 31 - SEPARATION FROM EMPLOYMENT**

Upon separation, the Town shall pay all wages owed as well as earned vacation pay due to the employee, if any, on the next regular pay day, provided all issued clothing and equipment has been returned.

In all cases of voluntary separation, the employee shall provide the Town with written notice of intent to terminate employment ten (10) working days prior to such termination. Failure to provide such notice shall be grounds for the Town to refuse to re-employ said employee.

### **ARTICLE 32 - PAYROLL DEDUCTIONS**

The Town agrees to deduct from salaries money for the Association's regular monthly dues and initiation fees upon receipt of individual written authorizations from 33% of the members of the bargaining unit (a copy of which is to be retained by the Town). The amounts to be deducted shall be certified to the Town by the Secretary-Treasurer of the Wells Police Benevolent Association, while deductions for dues shall be forwarded promptly to the Maine Association of Police before the end of each month in which deductions were made. In the event that dues are increased, the Association shall notify the Town at least thirty (30) days prior to the effective date of the dues increase. The Association shall indemnify, defend and hold the Town harmless against any claims made, and any suits against the Town on account of payroll deductions of said dues. The Association agrees to refund to the Town any amounts paid to it in error of account of the payroll deduction provision upon presentation of proper evidence thereof.

The Town agrees to deduct Wells property taxes upon receipt of signed authorization by the employee.

The Town agrees to make Credit Association deductions.

## ARTICLE 33 - GRIEVANCE PROCEDURE

Section 1. A grievance, for purposes of this contract, is defined as any controversy, complaint, misunderstanding, or dispute arising between the parties as to the meaning or application of the specific terms of this Agreement.

Step 1. Within seven (7) business days after learning of the subject matter of the grievance, the aggrieved employee or the Union shall put the grievance in writing, setting forth their contentions and shall sign the grievance and submit it to the Police Chief. If deemed productive by either party, the Police Chief shall arrange a meeting with the Union Steward (or alternate), and Grievant for the informal resolution of the issue within seven (7) business days. The Police Chief shall report the result of the informal meeting in writing within seven (7) business days, and forward copies to the Steward, Grievant, and Union.

Step 2. If the result from Step 1 is not acceptable to the Grievant or Union, the Union, within seven (7) business days after receipt of the results, shall submit a formal written grievance to the Town Manager, setting forth the contentions, and signed by both the Grievant and Union. The Town Manager, may, in his/her sole discretion, schedule a meeting with the parties if the Town Manager believes such meeting will be helpful in resolving the disputed issue(s). In any event, the Town Manager will respond within seven (7) business days to the formal written grievance.

Step 3. If, after receipt of the written response of the Town Manager, said response does not satisfactorily resolve the grievance, the Union may within ten (10) business days request that the matter be submitted to arbitration with the Maine Board of Arbitration

and Conciliation (MBAC). If MBAC becomes unavailable, the parties agree to submit the grievance to AAA.

Section 2. The expenses of the arbitration shall be borne equally by the parties involved. The Town shall reimburse employees called by the Town as witnesses for any loss of normal working time. The fees and expenses of counsel utilized by either party shall be borne by the respective party.

Section 3. The arbitrator shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement. The arbitrator shall not hear or decide more than one (1) grievance at a time without the mutual written consent of the Town and the Union, unless the grievances at issue directly relate to the same express provision or provisions of this Agreement and had been timely appealed to arbitration by the Union prior to selection of the arbitrator(s) by the parties.

Section 4. The written decision of the arbitrator on the merits of any grievance adjudicated within their jurisdiction and authority as specified in this Agreement shall be final and binding on the aggrieved employee, unit members, the Union, and the Town.

Section 5. Any grievance not submitted in writing within the specified time periods provided above shall be considered waived. The parties agree that the time frames set forth in the Article may be amended or extended, but only upon the mutual written agreement of the parties. The failure of the Town to timely respond at any step shall be considered a denial of the grievance, and the Union may then proceed to the next step, if applicable.

Section 6. For purposes of this Article, the definition of “business day” is one of the days of the week falling on Monday through Friday, but not including any day upon which the Wells Town Office is closed for a state or federal holiday.

### **ARTICLE 34 - MEMBERS’ RIGHTS/DISCIPLINE**

#### **A. Investigation of Police Misconduct**

To insure that investigations are conducted in a manner conducive of good order and discipline, while observing and protecting the individual rights of each member of the department, the following rules of procedure are established.

1. The interrogation will be conducted at a reasonable time taking into consideration the working hours of the members and legitimate interests of the department. The Officer conducting the investigation shall advise the member that an official investigation is being conducted. The Investigating Officer shall inform the member of the nature of the alleged conduct which is the subject matter of the interrogation and, unless circumstances warrant anonymity, shall identify the complainant. If it is known that the member being interrogated is a witness only, he shall be so informed.
2. In any case in which a Police Officer has been identified as a suspect in a criminal investigation, the so-called Garrity Warning shall be given to the member concerned, prior to the commencement of any questioning. The Garrity Warning shall be as follows:

“I wish to advise you that you are being questioned as part of an official investigation of this agency. 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 answer questions relating to the performance of your official duties or fitness for duty, you will be subject to agency charges which could result in your dismissal from the agency.

“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 agency charges.”

3. In all cases in which a member is interrogated concerning a serious violation of Departmental rules and regulations which, if proven, would be likely to result in his removal from the department, he shall be afforded a reasonable opportunity and facilities to contact and consult privately with an attorney of his choosing, and/or a representative of the Association before being interrogated, and his attorney and/or representative of the Association may be present during the interrogation. The interrogation of a member for violating department rules and regulations shall be limited to questions which are related to the member's performance as it relates to the alleged violation.

4. The taking of a polygraph examination is voluntary. Questions asked during the polygraph examination shall relate to the subject of the investigation. If a member is requested to submit to any other type of truth test, he or she will be advised of the type

of test and the member will be afforded an opportunity to obtain a similar independent test if available.

5. The investigation will be conducted without unreasonable delay and the member will be advised of the final outcome of the investigation. The Administration shall comply with the procedures laid out in P-132 and other like policies.

**B. Disciplinary Procedures**

1. Any member charged with an intentional violation of department rules and regulations, incompetence, misconduct, negligence, insubordination, or other serious disciplinary infraction may request a hearing provided such request is made in writing and delivered to the Chief of Police or his representative no more than five (5) calendar days after the member is advised of the charge against him. No member shall be dismissed without first being given notice and an opportunity for a hearing whether he requests it or not. In the case of a member who has been suspended, the hearing shall, if requested by the member, be held no more than ten (10) calendar days after the date when the suspension began.

2. The member shall be informed of the exact nature of the charge and shall be given sufficient notice of the hearing date and time to allow him an opportunity to consult legal counsel, conduct an investigation, and prepare defense. The hearing, which shall be before the Chief or in his absence or incapacity, the Acting Chief, shall be informal in nature. The member may be accompanied by legal counsel or a representative of the Association. The member shall have the right to confer with his representative at any time during the hearing and shall have the right to have his representative speak

on his behalf. Any disciplinary action taken against a member shall be subject to the grievance procedure.

3. Work Rules/Rules of Discipline

3a. The Town may adopt disciplinary rules and work rules which will be posted from time to time during this Agreement. All rules and amendments thereto shall be forwarded to the Shop Steward or Alternate, who shall have ten (10) working days to request a meeting to confer concerning the proposed changes. If no such request is received, the changes shall go into effect.

3b. All suspensions and discharges shall be for just cause including, but not limited to, violations of any rules adopted above and written reasons for suspensions or discharge shall be stated in writing to the affected employee within five (5) calendar days of the action.

3c. Employees are required to abide by the terms of this Agreement and to comply with such rules and regulations as the Town may adopt which are not inconsistent with this Agreement. Should there be any doubt as to the employee's obligations, he shall comply with the rules and then grieve if he feels he has been wronged. The disciplinary measure stands should he be found to have violated the rules and regulations or any provision of this Agreement.

C. Personnel File

1. Insofar as permitted by law, all personnel records, including home address, telephone numbers, and pictures of members shall be confidential and shall not be

released to any person other than officials of the department and other Town officials, except upon a legally authorized subpoena or written consent of the member.

2. Upon request, a member shall have the right to inspect his official personnel record. Inspection shall be during regular business hours and shall be conducted under supervision of the Town Manager or designee. A member shall have the right to make duplicate copies for his own use. No records shall be withheld from a member's inspection. A member shall have a right to have added to his personnel file a written, signed, and dated refutation of any material which he considers detrimental. Nothing detrimental may be added to the member's file without first providing a copy to the member.

3. No written reprimand which has not previously been the subject of a hearing shall be placed in a member's personnel file unless the member is first given the opportunity to see a copy of the reprimand. Within five (5) calendar days thereafter, the member may file a signed and dated written reply. If the Chief thereafter places the reprimand in the member's personnel file, he shall also include the reply.

4. For Police Officers, all discipline infractions placed in an employee's file which are received for an infraction which is less than a suspendable offense shall be purged from the file if there is no disciplinary offense within the next eighteen (18) months subsequent. Suspensions shall be purged from the file if no recurrence of the disciplinary action is received by the employee within a thirty-six (36) month period subsequent to the offense. All employee refutations which go into the personnel file shall also be expunged along with the items to which they pertain.

5. For Dispatchers, all discipline infractions placed in an employee's file which are received for an infraction which is less than a suspendable offense shall be purged from the file if there is no disciplinary offense within the next twenty-four (24) months subsequent.

### **ARTICLE 35 - HEALTH AND SAFETY**

The Association 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 subject to restrictions of this Agreement.

The Town is responsible for meeting safety standards which are considered to be minimum standards required by the Occupational Safety and Health Act of 1970 as well as other federal and state laws. Non-compliance with the Act may result in fine and penalty to the Town.

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

If a member of the unit deems his vehicle or equipment to be unsafe, he shall notify his superior who, in turn, shall arrange for or conduct an appropriate inspection and shall determine whether the vehicle or equipment is safe for use. The reasonableness of this determination shall be subject to the grievance procedure.

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

### **ARTICLE 36 - EXTRA-HAZARDOUS INJURIES**

Employees covered by this Agreement who are injured on the job while performing extra-hazardous duties shall receive, in addition to compensation paid by or payable under the Workers' Compensation Act, an amount sufficient to bring up to net pay while an incapacity exists, and until they are either placed on disability retirement or return to active duty. Absence because of such injuries shall not be charged to accumulated sick leave.

A. Extra-hazardous injuries shall be defined as follows:

1. Injuries sustained while pursuing, apprehending, arresting, or detaining suspects.
2. Injuries incurred during the official operation of a police motor vehicle in emergency situations.
3. Injuries incurred while standing in a roadway directing traffic, providing the officer has not unreasonably neglected to wear safety equipment provided the officer when available.
4. Injuries sustained while actively engaged in suppressing riots, insurrections and similar civil disturbances.
5. Injuries sustained in any other authorized situation in which the Officer, because he is a police officer, is exposed to conditions not confronted by the average non-public safety employee as determined by the Chief of Police.

During the three (3) day waiting period prescribed in the law, prior to receiving Workers' Compensation benefits, the employee who may become eligible for such benefits may elect to use sick leave, if he/she has the sick time accumulated.

### **ARTICLE 37 - POLITICAL ACTIVITY**

While working full time for the Town, employees shall refrain from seeking or accepting nomination or election to any office in the Town government. Town employees shall not circulate petitions or campaign literature for elective Town officials or in any way be concerned with soliciting or receiving subscriptions, contributions, or political services from any person or for any person or for any political purpose pertaining to the government of the Town. This rule is not to be construed to prevent the Town employees from becoming or continuing to be, members of any political organization, from attending political organizational meetings, and expressing their views on political matters or from voting with complete freedom in any election.

### **ARTICLE 38 - EDUCATION REIMBURSEMENT**

The Town agrees to pay tuition costs not otherwise funded for satisfactorily completed (C or better) job related accredited courses subject to the following conditions:

- A. Reimbursement shall be at actual cost to the rate per credit hour established by the University of Southern Maine.
- B. Reimbursement shall be for a maximum of six credit hours per semester.
- C. The determination of job relatedness shall be at the sole discretion of the Town Manager.

### **ARTICLE 39 - SAVINGS CLAUSE**

If any provision of this Agreement shall be contrary to any state or federal laws, such conflict shall not affect the validity of the remaining provisions.

**ARTICLE 40 - DURATION OF AGREEMENT**

Except as otherwise herein specifically stated, this Agreement shall be effective as of July 1, 2020, or upon ratification, whichever is later, and shall remain in full force and effect until June 30, 2023.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this

\_\_\_\_\_ day of April 2020, to be effective as of July 1, 2020.



**ARTICLE 40 - DURATION OF AGREEMENT**

Except as otherwise herein specifically stated, this Agreement shall be effective as of July 1, 2020, or upon ratification, whichever is later, and shall remain in full force and effect until June 30, 2023.

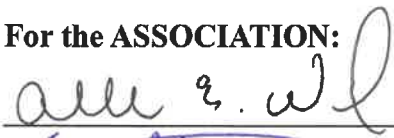

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this

7<sup>th</sup> day of April 2020, to be effective as of July 1, 2020.

**For the TOWN OF WELLS:**

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\_\_\_\_\_  
  
\_\_\_\_\_  
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**For the ASSOCIATION:**

  
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APPENDIX A

Basic Uniform and Equipment

The following list shall be illustrative only. It shall be the Chief's sole discretion as to the type and quality of the below mentioned items.

(Winter) Long Sleeve Shirts	3	Badges	2
(Summer) Short Sleeve Shirts	3	Hat Badge	1
Trousers	3 pr.	Collar Brass	1 pr.
Summer Footwear	1 pr.	Name Tags	2
Winter Footwear	1 pr.	Sidearm Belt	1
Patrolman Hat	1	Holster	1
Dress Blouse	1	Sidearm	1
Summer Jacket	1	Uniform Belt	1
Winter Coat	1	Ammo Carrier	1
Neck Ties	1	Handcuffs	1
Uniform Belt	1	Handcuff Case	1
Expandable Baton (certified)	1	Key Ring Holder	1
O/C Spray	1	Summons Book Holder	1
Tie Bar	1	Glove Pouch	1
Keepers	4	OC Spray Holder	1

