

AGREEMENT

between

TOWN OF FORT KENT

and

FRATERNAL ORDER OF POLICE

for the

POLICE DEPARTMENT

From: January 1, 2020

Through: December 31, 2022

This Agreement is entered into between the Town of Fort Kent, hereinafter referred to as the "**Town**" or "**Employer**" and **Fraternal Order of Police "Union"**.

ARTICLE 1 - PREAMBLE:

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

ARTICLE 2 - RECOGNITION:

The Town recognizes the Union as the sole and exclusive bargaining agent for the purpose of negotiating wage, hours and working conditions for all eligible employees within the bargaining unit in the Police Department. This unit contains the classifications of Police Officers and Sergeant.

ARTICLE 3 - UNION SECURITY:

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

ARTICLE 4 - CHECK-OFF:

The Town shall deduct regular monthly dues and initiation fees upon receipt of signed authorizations from the members (a copy of which is to be retained by the Town) and a certified statement from the Secretary - Treasurer of the Local Union as to the amount of dues. The Town shall forward all such dues so collected to the Secretary - Treasurer of the Local Union before the end of each month in which deductions were made. The Union shall indemnify and save the Town harmless against all claims and suits which may arise by reason of any action taken in making deductions of said dues and remitting the same to the Union pursuant to this Article.

ARTICLE 5 - MANAGEMENT RIGHTS:

The Town retains all rights and authority to manage and direct its employees, except as otherwise specifically provided 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 proper cause; to increase, reduce or change, modify or alter the composition and size of the work force, including the right to relive employees from duties because of lack of work or funds or other legitimate reasons; to determine the location, methods, 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 necessary action to carry out the mission of the Department in case of emergency.

ARTICLE 6 - MAINTENANCE OF STANDARDS:

It is mutually agreed that existing rules, regulations, procedures, privileges, or benefits affecting the Police Department and its members shall remain in force throughout the duration of this Agreement, subject to established procedures for changing or modifying these various rules, regulations, procedures, rights, privileges, or benefits, except as modified or controlled by the provisions of this Agreement.

ARTICLE 7 - SUBCONTRACTING:

During the term of this Agreement the Town reserves the sole right to contract or subcontract for municipal operations, but this right shall not be used for the purpose or intention of undermining the Union or discriminating against its members so as to deprive them of legitimate work opportunities.

In the event that functions performed by unit employees are assimilated or eliminated by reason of consolidation of jobs, combining of municipal services, or as a result of private contractual arrangements. the Town agrees to meet with the Union in advance of finalizing such agreements to discuss potential changes affecting bargaining unit positions. In any case, unit employees shall be given first preference for hire into any positions which such actions produce, provided said employees are qualified for such new positions. " The Town will not sub-contract unit work on a day-to-day basis while an employee of the Unit, capable of doing the work, is in a lay-off status."

ARTICLE 8 - ACCESS TO PREMISES:

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

ARTICLE 9 - STEWARDS AND ALTERNATES:

I. The Town recognizes the right of the Union to designate one (1) Steward and one (1) Alternate. The authority of the Steward and Alternate so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

A. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement.

- B. The collection of dues authorized by appropriate Local Union action.
 - C. The transmission of such messages and information which shall originate with and are authorized by the Local Union or its officers, provided such messages and information have been reduced to writing.
- II. The time spent by the Steward and alternate during regular working hours in carrying out the authorized duties and activities described in this Article shall be by permission of the Chief of Police and shall be limited to two (2) hours per week for the Steward and Alternate combined. The Alternate shall serve only in the Steward's absence from work for their 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.
- III. With permission of the Chief of Police, the Steward and Alternate may be allowed time off, without pay, to attend official Union functions (such as an annual convention) for up to five (5) days per year provided that the request is made in writing at least five (5) working days in advance of such function, there's no disruption of departmental operations, and provided that the Town does not incur any expenses as a result of the absence of said Steward or Alternate.

ARTICLE 10 - BULLETIN BOARDS:

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

ARTICLE 11 - DISCIPLINE AND DISCHARGE:

The Town may adopt disciplinary rules and work rules which will be posted from time to time during this Agreement. All rules or amendments, thereto, shall be forwarded to the Union Steward and the Union. All suspensions and discharges shall be for "just cause" including, but not limited to, violations of any rules adopted in this agreement and written reasons for suspensions or discharge shall be stated in writing to the affected employee within two (2) days of the action with a copy given to the Shop Steward and a copy mailed to the Local Union.

Employees are required to abide by the terms of this contract and to comply with such rules and regulations as the Town may adopt which are not inconsistent with the Agreement. Should there be any doubt as to the employee's obligations they shall comply with the rules and then grieve if they feel they have been wronged.

A discharged or suspended employee must advise their Local Union in writing, within five (5) working days after receiving notification of such action against them, of their desire to appeal the discharge or suspension. Notice of appeal from discharge or suspension must be made to the Employer in writing ten (10) days from the date of discharge or suspension.

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

The reasons listed below are illustrative of behaviors which may be grounds for dismissal, suspension with or without pay, or oral or written reprimand:

- 1) Drinking on the job or arriving at work while under the influence of intoxicating beverages or drugs.
- 2) Failure to follow reasonable orders of superiors.
- 3) Being habitually late or tardy.
- 4) Intentionally failing to perform the duties of the position properly.
- 5) Negligent or willful damage to Town Property.
- 6) Conviction of theft or any felony.
- 7) Dishonesty, including falsification of official reports or records.
- 8) Use of abusive language to the public.
- 9) Negligently endangering the safety of other employees or the public.
- 10) Intentional abuse of sick leave.
- 11) Acceptance of money or a gift (except reasonable comestible and potable gifts) by an employee when given under circumstances indicating the hope or expectation of receiving better treatment than that accorded to the public in general is prohibited and may result in immediate dismissal. All employees shall be responsible for providing municipal services to the public in a courteous and polite manner.

ARTICLE 12 - GRIEVANCE PROCEDURE:

A grievance is hereby jointly defined as any dispute, controversy or misunderstanding which may arise under the interpretation or application of this Agreement.

- A. The aggrieved employee or employees must present the grievance to the Shop Steward or Alternate within five (5) working days of knowledge of the grievance or the reason for the grievance has occurred.

- B.** The Shop Steward or Alternate shall take up the grievance with the Chief. If the Steward and the Chief have not resolved the grievance within five (5) working days after the meeting between the grievant, Steward, and Chief, the Shop Steward shall submit such grievance in writing to the Union Business Representative.
- C.** Within five (5) working days after the written response of the Chief is due, the Union Business Representative shall contact the Town manager or his designee to arrange a meeting date to discuss the matter. Within three (3) working days after such meeting, ten (10) working days if economic issues are involved, the Town Manager shall render a decision on the grievance. In the event that the decision of the Town Manager as rendered pursuant to Subsection (c) hereof is not acceptable to the Union, the Union may, within five (5) working days file a request with the Maine Board of Arbitration and Conciliation Service for arbitration of the grievance.
- D.** The arbitrator shall have no authority to amend, modify, nullify, ignore, add to, or subtract from the specific provisions of this Agreement. They shall only consider and make a decision with respect to the specific issue submitted to them by the parties and shall have no authority to make a decision on any other issue not so submitted.
- E.** The Arbitrator's decision shall be final and binding on the parties and the Arbitrator shall be requested to issue the decision within thirty (30) days after the conclusion of testimony and final argument.

Expenses for the Arbitrator's services and the proceedings shall be borne equally by the Town and the Union. However, each party shall be responsible for compensating its own representatives and outside witnesses. If either party desires a verbatim record of the proceedings, it may cause a record to be made providing it pays for the record and make copies available without charge to the other party and the Arbitrator.

- F.** The time limits for the processing of grievances may be extended by written consent of both parties.

All grievances shall be initiated not later than thirty (30) days after the occurrence of the event giving rise to the grievance, forty-five [45] days if economic issues are involved.

Should the Town feel aggrieved as the result of the interpretation or application by the Union of any provision in the Agreement, the Town may seek adjustment of said grievance in the foregoing matter, except that the procedure may be initiated at Step (c).

- G.** The Town Manager shall provide to the Local Union or its authorized representative time sheets and other records pertaining to the computation of compensation of any person covered under this agreement whose pay is in dispute or records pertaining to a specific grievance.

ARTICLE 13 - SEPARATION OF EMPLOYMENT:

Upon separation, the Town shall pay to the employee all wages owed and any vacation pay which is due. Such wages and accrued vacation pay will be paid at the next regular pay day provided that all issued equipment or clothing has been returned.

In all cases of voluntary separation, the employee shall provide the Town with written notice of intent to terminate employment two (2) weeks prior to such termination. Failure to provide such notice shall be grounds for withholding any earned vacation pay.

The town shall pay two (2) weeks of severance pay in the event of a permanent layoff. The severance shall not be paid in the event the layoff was due to disciplinary reasons.

ARTICLE 14 - SENIORITY:

- I. 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) listed first. Said list shall be amended from time to time as circumstances shall warrant. Seniority, for the purpose of this Agreement, shall be interpreted to mean the length of continuous service in unit only from date of last permanent hire. Seniority shall be a factor taken in consideration in all matters affecting promotions, if eligible employees are otherwise substantially equally qualified, and shall be the controlling factor in all matters affecting vacation preference, lay-off and recall, subject to ability to perform the particular job.
- II. In the event it becomes necessary for the Town to lay off employees for any reason, employees shall be laid off in the order of their seniority by classification (with bumping rights) within the unit, provided those employees remaining are capable of performing efficiently the available work without the benefit of training. All affected employees shall be recalled in the reverse order of lay-off, provided such employees are capable of performing the available work. No new employees shall be hired until all employees on lay-off status have been afforded recall notices.
- III. The seniority list shall be posted on the Department bulletin board within thirty (30) days after the signing of the Agreement, and every subsequent six (6) months during the term of this Agreement. Conformed copies thereof shall be sent to the Union. Any objections to the seniority list, as posted, must be reported to the Town Manager, or his designee, within ten (10) days from the posting or it shall stand as accepted and shall take full force and effect.

ARTICLE 15 - WORK WEEK/OVERTIME/REST PERIOD:

- I. The normal work week for members of the bargaining unit shall consist of forty (40) hours within a one-hundred and sixty-eight (168) hour period with fixed starting and ending times.

- II. It is recognized that employees' work assignments are based on the operating requirements of the Police Department and are subject to change. The Chief of Police in consultation with the Town Manager shall have the exclusive right to make any such change or changes and shall make every attempt to notify employees in advance whenever possible. The Town will continue the current practice of rotating shifts so as to distribute the weekend, weekday, day, and night shifts evenly amongst the employees, including the use of reserve officers, regular shifts, overtime, fill-ins for officers on sick leave or vacation, special details, or as may be necessary to see that overtime is equitably distributed among both regular and reserve officers.
- III. The regular workday will consist of eight (8) consecutive hours with normal rest and/or meal period.
- IV. Overtime at the rate of one and one-half (1 1/2) times the employee's base rate shall be paid for all hours worked in excess of 40 hours work during the normal work week.
- V. For the purpose of this Article, "hours worked" shall not include hours compensated for by paid leave benefits.

ARTICLE 16 - EMERGENCY RESPONSE:

All persons subject to this Agreement shall, as condition of employment, within their initial twelve (12) months of employment, reside within an area which enables them to travel to the police station within fifteen (15) minutes at legal driving speeds or at the discretion of the Chief of Police. Such residency will preferably be within the borders of Fort Kent.

ARTICLE 17 - CALL BACK TIME:

Any employee called to work outside their regularly scheduled shift shall be paid for a minimum of two (2) hours work at one and one-half (1 1/2) times their regular hourly rate. Such minimum call back time shall not pertain to work time annexed consecutively to one end or the other of a work shift, nor shall such minimum call back time pertain to scheduled overtime or be computed in the overtime formula.

ARTICLE 18 - COURT TIME:

An employee who is required to attend Court outside of their regular work shift shall receive a minimum of two (2) hours pay at one and one-half (1 1/2) times their base hourly rate of pay. No Court Time shall be allowed to any such employee who has been notified that their presence is not needed prior to the end of their shift on the day preceding scheduled Court appearance. If the employee is required to stay in attendance at such Court for more than two (2) hours in any one (1) day, they shall be paid for the actual hours spent that day at their base hourly rate of pay for hours worked beyond the two-hour minimum, provided, however, that any and all fees, compensation or allowances to which any officer is or would be entitled to for such Court time, as provided for statute or Court order, shall be turned over and paid to

the Town and not retained by employees.

Such Court Time will not be considered as time worked for overtime computation purposes.

ARTICLE 19 - SPECIAL DETAILS:

The Town agrees to pay the rate equivalent to the employees time and a half rate (1&1/2) for outside, non-patrol, special details assigned by the Chief of Police to regular, full-time Patrol Officers, off-duty and available for such duties, including private functions, dances, sporting and athletic events, road construction jobs, and activities of a public assembly nature. Special Detail assignments will constitute a Two (2) hour minimum guarantee per assignment and shall be considered as part of hours worked for the computation of overtime.

The Chief of Police or designee shall have the responsibility of assigning outside, non-patrol special details to those Officers, off-duty and available. The Chief of Police shall make every reasonable effort to equalize assignments on such outside, non-patrol special details. A monthly log of these assignments and the hours worked on same shall be maintained by the Chief of Police.

ARTICLE 20 - WAGES AND CLASSIFICATIONS:

I. The department's job classifications and wages shall be as follows:

<u>Job Classifications</u>	2019	1/1/20 5%	1/1/21 2%	1/1/22 2%
A. Sergeant	20.74	22.37	22.82	23.28
	21.38	23.11	23.57	24.04
	22.01	23.85	24.32	24.81
	22.64	24.56	25.05	25.55
	23.27	25.30	25.81	26.33
B. Officer	19.37	20.34	20.75	21.16
	20.01	21.01	21.43	21.86
	20.65	21.68	22.11	22.56
	21.27	22.33	22.78	23.23
	21.90	23.00	23.46	23.93

Upon promotion an officer will not be adjusted to a step lower than what their current wage.

The above rates will be reduced by \$.50 per hour in the event an employee has not completed the required Maine Criminal Justice Academy training.

An employee could receive a classification adjustment upon completion of the following: a satisfactory performance review, recommendation of the department head, concurrence of the town manager and final approval of the town council.

The Town will develop an evaluation form to submit to Union for comments and suggestions.

Any bargaining unit member who attains an Associate, Bachelor or master's degree shall receive a stipend of \$.25 per hour added to their rate of pay. An employee is entitled to ONLY one stipend regardless of the number of degrees he/she obtains.

Employees working the night shift shall receive a night differential of \$.25 per hour in addition to their wages. Night shift is 6pm to 6am.

ARTICLE 21 - HOLIDAYS

I. The following shall be recognized as paid holidays:

New Year's Day	Indigenous People's Day
Patriot's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Fourth of July	Christmas Day
Labor Day	Martin Luther King Day
Day after Thanksgiving	President's Day
Two (2) Personal Days	

II. Time worked on a paid Holiday shall be compensated for at two (2.0) times the straight time rate in lieu of a day off later. An officer who works the holiday and does not take premium pay, may opt to take straight time and the holiday at a later date at straight time pay, or may cash out the holiday at a later date, at an 8 hour pay rate prior to December 1st of each year. If holiday is not worked, employee will be compensated at the straight pay. No holidays will be carried forward into the following year.

III. Personal Days will be granted at the discretion of the Police Chief. Employees will be credited with one (1) Personal Day on January 1, and a second Personal Day on July 1 of each year. New employees will be credited with a Personal Day upon the completion of the six (6) month probationary period.

ARTICLE 22 - VACATIONS:

I. Earned Vacation Schedule:

<u>Completed Continuous Service</u>	<u>Earned Vacation per work week</u>
0 - 6 months	0
6 months -5 years	2 hours
5 years - 15 years	2.77 hours (maximum 3 weeks)
15 years -	3.70 hours (maximum 4 weeks)

II. All vacations shall be scheduled by permission of the Chief of Police, with a minimum of ten (10) days' notice.

III. A maximum of forty (40) hours of accrued vacation time may be carried over from one calendar year to the next.

IV. Employees are eligible to cash in up to seven (7) days of earned vacation time per year. To qualify, compensation in lieu of vacation not taken shall be available only during the year for which the vacation time was earned. Requests must be approved by the Department Head and requested at least ten (10) days in advance.

ARTICLE 23 - SICK LEAVE:

Sick leave for eligible employees shall accrue at the rate of two (2) hours per normal work week and may be accumulated to a maximum of nine hundred sixty (960) hours. Sick time used shall be charged to the employee's sick leave account on an hour for hour basis.

An eligible employee shall be entitled to sick leave pay when, by reason of "non-service connected" injury or illness, they are unable to perform the duties for which they are qualified. Sick leave may also be used to care for a spouse, son, or daughter. Verification from a medical provider may be required upon use of twenty-four (24) consecutive hours of sick leave. Verification will only be requested upon concurrence of both the Town Manager and Police Chief.

Employees that have twenty (20) Full-time years of continuous service with the Town, shall be paid thirty dollars (\$30.00) for each eight (8) hours of unused accumulated sick leave, not to exceed nine hundred sixty (960) hours, upon separation in good standing. (Years of service to be based upon employee's anniversary date). Dalen Boucher shall remain eligible for reimbursement for accumulated sick leave under the above plan. No other current or any new employees will be eligible.

All other employees shall receive the following:

Effective January 1, 2016, and each year thereafter, employees may receive fifty dollars (\$50) for each eight (8) hour of sick leave they have accumulated in excess of one hundred and twenty (120) accumulated hours, to a maximum of eighty (80) hours. This shall be made as a contribution to the employees 457 retirement fund. Notice shall be given by November 1 of the preceding year (for 2016, notice on November 1, 2015). The Town will make the contribution to the employees plan in December of the following year.

ARTICLE 24 - FUNERAL LEAVE:

In the event of death in the immediate family of an employee, the employee shall be granted up to three (3) days leave of absence with full pay to make household adjustments or to attend funeral services. "Immediate family" is hereby defined to include spouse, parents, children, brothers, sisters, parent-in-law, grandparents, grandchildren, stepparents, stepchildren, brother-in-law, and sister-in-law.

In the event of a death of any other person, the Town Manager may grant a period, not to exceed three (3) days, for the purpose of attending the funeral.

ARTICLE 25 - LEAVE OF ABSENCE:

A regular employee may be granted a leave of absence without pay by the Chief of Police when approved by the Town Manager but for a period not greater than sixty (60) days and may be extended with permission. Failure of an employee to return to work at the expiration of the leave without having arranged for an extension will be deemed a resignation. The Union shall be notified, in writing, of any such leave of absence within one (1) week of the effective date, if possible. If due to emergency, the leave of absence is granted, notification to the Union will be made as soon as possible thereafter. The leave of absence shall be used for the purpose for which it was originally approved. Full seniority rights shall be maintained during a leave of absence. Failure to comply with the provisions of this article shall result in the loss of seniority rights.

ARTICLE 26 - INSURANCE (HEALTH, LIFE, DISABILITY):

The Town shall provide, for the duration of this Agreement, health, life, and disability insurance coverage. If a change is proposed under this Article, the Town agrees to provide a plan with coverage and benefits like the MMEHT POS 200 plan. The waiting period to enroll shall be as the insurance policy dictates.

- A. Employees shall be entitled to receive one hundred (100) % of the monthly premium rate for health, life, and disability coverage, upon date of hire, for the single employee on the PPO 500 plan, 75% for the monthly premium rate at the POS200 plan for one adult with children, or family plan subscribers. Employees who opt to participate in a higher cost health insurance plan will pay the difference between the cost of plans.

Town will pay up to 75% equivalent of the POS 200 plan for a less expensive MMEHT plan if selected by employee.

- B. Employees not participating in health and life coverage shall receive a \$300.00 monthly stipend upon providing the town manager proof of insurance.
- C. Disability coverage shall be equivalent to forty (40) % of the employee's salary as dictated by the insurance company. Employees shall be able to participate in a Union disability plan at their discretion at the same rate of Town compensation as currently provided on the execution of this contract.

ARTICLE 27 - COMPENSATION CLAIMS:

The Town agrees to cooperate toward the prompt settlement of employee on-the-job injury claims when such claims are due and owing as required by the law. The Town shall continue to provide Worker's Compensation protection for the duration of this Agreement.

In the event an employee is injured on the job, the Employer shall pay such employee their day's wages for that day lost because of such injury. An employee who is injured on the job and is sent home or to a hospital or who must obtain medical attention shall receive pay at the applicable hourly rate for the balance of their regular shift on that day. An employee who has returned to their regular duties after sustaining a compensable injury and who is required by the Worker's Compensation doctor to receive additional medical treatment during is regularly scheduled working hours shall receive his regular hourly rate of pay for such time.

ARTICLE 28 - 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 Worker's 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.

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

- a)** Injuries sustained while pursuing, apprehending, arresting, or detaining suspects.
- b)** Injuries incurred during the official operation of a police motor vehicle in emergency situations.
- c)** Injuries incurred while standing in a roadway directing traffic, provided the officer has not unreasonably neglected to wear safety equipment provided the officer when available.
- d)** Injuries sustained while actively engaged in suppressing riots, insurrections and similar civil disturbances.
- e)** Injuries sustained in any other authorized situation in which the officer, because they are 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 Worker's Compensation Benefits, the employee who may become eligible for such benefits may elect to use sick leave, if they have the sick time accumulated. After fifty-two (52) weeks, the Town Council will review all claims arising out of this Article.

ARTICLE 29 - JURY DUTY :

When an employee is called for Jury Duty service, they shall be excused from work on the day they are required to appear in court. Employees excused from Jury Duty shall report back to

work during normal shift hours. The town shall pay an employee for Jury Duty the difference between their regular pay and the jurors pay upon presentation of an official statement of jury pay received.

ARTICLE 30 - RETIREMENT:

1. The Town will participate in the Maine State Retirement System, plan 2N. Employees participating in the MSRS will continue to be covered by the program for the duration of this Agreement.
2. The Town agrees to contribute the employer match as adjusted annually by Maine State Retirement effective in June.

ARTICLE 31 - UNIFORMS AND EQUIPMENT:

A. The official uniforms of the Fort Kent Police Department will be maintained on an as-needed basis at the discretion of the Chief and shall consist of the following:

- 2 pairs pants
- 2 summer shirts
- 2 winter shirts
- 1 pair shoes or boots
- 1 winter hat
- 1 summer hat
- 1 winter jacket
- 1 raincoat
- 1 summer jacket

B. The Town will furnish and maintain on an as-needed basis at the discretion of the Chief the following equipment:

- 1 gun
- 1 belt and case
- 1 bullet pouch and bullets
- 1 badge for jacket, shirt, hat badge
- 1 pair of handcuffs, case
- 1 canister of mace, holder
- 1 flashlight, batteries
- Keepers
- Body Armour
- Baton

Officers may purchase additional equipment at their own expense with the approval of the Police Chief.

C. Protection of Property and Equipment- It shall be the responsibility of any employee having

custody of any equipment and property to see that it is properly cared for, kept clean, and returned to its place of storage after use.

ARTICLE 32 - TRAINING:

As a condition of employment, a police officer must attend and successfully complete the Maine Criminal Justice Academy "Basic School" (or be waived by the Academy) within the time period required by the Academy.

As a condition of employment an officer who is to be trained at the Academy by the Town must indicate a good faith intention to serve for at least three (3) years in the department.

Officers will be provided with a minimum of twenty (20) hours training per year including in-service and academy certified training or any other training approved by the Chief.

Officers may substitute (trade-off) for each other, with permission of the Chief of Police obtained in advance of the substitution date, for the purpose of attending school, as long as the shift will be covered by a full-time officer.

Officers will qualify in the use of the weapon provided by the Town once per year and will be provided opportunity to practice within the constraints of the budget at the Chief's discretion.

ARTICLE 33 - EMPLOYEE RIGHTS:

To ensure that any internal investigation of any unit employee will be conducted in a manner conducive to good order and discipline, while observing and protecting the individual rights of each member of the Department, the following rules of procedure are established:

- A.** The interrogation will be conducted within a reasonable time, taking into consideration the working hours of the employee and the legitimate interest of the Department. The Investigating Officer shall advise the employee that an official investigation is being conducted. The Investigating Officer shall inform the employee of the nature of the alleged conduct which is the subject matter of the investigation, and the complainant shall be identified. If it is known that the employee being interrogated is a witness only, they shall be so informed.
- B.** The interrogation shall be conducted with the maximum amount of confidentiality.
- C.** The interrogation of an employee suspected of violating departmental rules and regulations shall be limited to questions which are directly related to the employee's involvement in the alleged violation.
- D.** The interrogation may not be conducted by more than two (2) interrogators at anyone (1) time.

E. The employee shall be read the following statement:

"Officer _____, you are being questioned as part of an official investigation of the Fort Kent 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 the investigation. If you do so, you may be subject to suspension, termination, or some other appropriate penalty. If you desire not to invoke the Constitutional privilege, anything said of an incriminating nature may not be used against you in a criminal proceeding."

F. All investigations shall be conducted without unreasonable delay, and the employee shall be advised of the outcome of the investigation.

G. If the results of an investigation against an employee proves that the charges are unfounded, then it shall be so noted in the final report of the investigation.

H. An employee shall have the right to a private or public hearing, if they so desire.

I. Any employee suspended for investigative reasons may be suspended with or without pay, whichever is warranted.

J. The polygraph exam will not be used as part of the selection process for Police Officers. Officers will have the option to refuse to submit to the polygraph exam as part of an internal investigation and will not be disciplined based on this refusal to take the polygraph exam.

K. Employees will be reminded of their Weingarten Rights and be given the opportunity to have a Union Representative or Steward present.

ARTICLE 34 - COMPLAINTS AGAINST POLICE OFFICERS:

Whenever a complaint (written or verbal) is lodged against a police officer, the following procedures will be followed:

A. The complainant shall contact the Chief of Police who will attempt to solve the problem informally.

B. If the complaint cannot be resolved at the informal level (A), then the complainant shall reduce the complaint to writing and define the specifics of the complaint including the names of the witnesses.

C. A copy of the complaint will be supplied to the Officer complained against and to the Chief of Police. The Police Chief or his designee will investigate the complaint.

D. Upon the completion of the investigation, a meeting will be held with the Police Chief and the Officer complained against. The Police Officer will be informed that the complaint will be acted upon and in what manner, the complaint has been withdrawn, or any other disposition of the complaint.

E. Should the Police Officer be suspended from duty during the investigation phase, the suspension may be with or without pay and benefits depending on the circumstances.

F. When a juvenile presents a written complaint against a Police Officer, they shall be in the presence of their parent(s) or legal guardian.

G. Complaint forms shall contain a statement regarding Title 17 (A) requirements (making a false report to a Law Enforcement Officer).

ARTICLE 35 - LOCKOUT/STRIKE PROHIBITIONS:

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

1. a work stoppage.
2. a slowdown.
3. a strike; or
4. the blacklisting of any public employer for the purpose of preventing it from filling employee vacancies.

If Union members participate in such activities in violation of this provision, the Union shall notify those members so engaged to cease and desist from such activities and shall instruct the members to return to their normal duties.

Shop Stewards and Alternates have no authority to take strike action or any other action interrupting the Employer's business. The Employer recognizes this limitation upon the authority of Shop Stewards.

The Town agrees that there shall be no lockouts during the term of this Agreement.

ARTICLE 36 - SANITARY CONDITIONS:

The Employer agrees to maintain a clean, sanitary washroom having hot and cold running water and with toilet facilities, unless otherwise mutually agreed. This provision is not intended to require the Town to provide janitorial services.

ARTICLE 37 - IDENTIFICATION FEES:

Should the Town find it necessary to require employees to carry or record full personal identification, such requirement shall be complied with by the employees. The cost of such personal identification shall be borne by the Town.

ARTICLE 38 - 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 service from 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 organization meetings, and expressing their views on political matters or from voting with complete freedom in any election.

ARTICLE 39 - PROBATIONARY PERIOD:

All new employees serve a probationary period of six (6) months. Academy training time will not count towards the probationary period. Employees shall be subject to the provisions of this agreement upon employment.

ARTICLE 40 - NONDISCRIMINATION:

- I. The Town and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, national origin, age (between the years of 40 and 70), 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 (between the years of 40 and 70), or condition of handicap, except where based on a bona fide occupational qualification.
- II. The Town and the Union agree that there will be no discrimination by the Town or the Union against any employee because of any employee's lawful activity and/or support of the Union.
- III. 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.

ARTICLE 41 - SEPARABILITY AND SAVINGS CLAUSE:

If any Article or Section of this Agreement should be held invalid, the remainder of this Agreement shall not be affected thereby.

ARTICLE 42 - HEALTH AND SAFETY:

The Union recognizes the right of the Town to establish reasonable rules and regulations for the safe,

sanitary and efficient conduct of the Town's business and reasonable penalties for the violation of such rules and regulations.

In addition, the Employer shall meet safety standards at levels no lower than those established by the State Occupational Safety and Health Act, and, where applicable, at levels established by the Employer, such levels which may be higher than O.S.H.A. levels. Such standards require the Town to maintain safe working conditions, to maintain its equipment in safe operating condition and to be equipped with appropriate safety appliances.

Proper safety devices, including personal protective equipment, 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 an employee of the unit deems their vehicle or equipment to be unsafe, they shall notify their superior as soon as possible. The supervisor shall arrange for or conduct an appropriate inspection and shall determine whether the vehicle or equipment is safe for use.

The Town, in keeping with such safety standards, will not require an employee to become exposed to unnecessary danger in the performance of duties, including the operation of equipment which is not in safe operating condition or equipped with the safety appliances prescribed by law.

Any employee involved in any accident shall immediately report to the Police Chief or work shift supervisor said accident and any physical injury sustained.

ARTICLE 43 - MISCELLANEOUS PROVISIONS:

- A. Telephone Allowance: The Town agrees to cover the cost of the employee's basic monthly telephone charge and the initial installation charge.
- B. Travel: When Officers are required to use their own personal vehicles for police matters, they shall be reimbursed mileage at the standard State of Maine rate, as adjusted annually, effective in April. If travel requires that Officers be away over-night, all reasonable cost for meals shall be compensated for upon presentation of receipts.
- C. Firefighting Duties: The Police Department will continue its present practice in regard to participation of Police Officers in fire-fighting duties.
- D. Part-Time Employment: Part-time employment is allowable if prior permission is obtained from the Chief or Town Manager and does not interfere in any way with the Officer's regular work.

ARTICLE 44 - AVAILABILITY OF AGREEMENT:

The Employer shall furnish each present employee with a copy of the collective bargaining agreement containing the terms and conditions of their employment.

The Employer shall also furnish all new employees with a copy of the collective bargaining agreement upon completion of their probationary period.

ARTICLE 45 - DURATION OF AGREEMENT:

Except as otherwise herein specifically stated, this Agreement shall be effective as of January 01, 2020 and shall remain in full force and effect until December 31, 2022.

If such notice is given, negotiations shall be scheduled by mutual agreement. This Agreement shall remain in full force and effective during the negotiations and until notice of termination of this Agreement is provided to the other party as follows:

If either party desires to terminate this Agreement, written notice of desire to cancel or terminate the Agreement must be given to the other party not less than ten (10) days prior to the desired termination date set for above.

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

Michael Edes, Labor Specialist Fraternal
Order of Police

DATE _____

Dalen Boucher, Police Representative

DATE _____

John Bouchard, Council Chairman

DATE _____

Suzie Paradis, Town Manager

DATE _____

Thomas Pelletier, Chief of Police

DATE _____