

Agreement Between
Town of York
and
New England Police Benevolent Association
Local #640
for the
York Communication Unit

Contract: July 1, 2019 – June 30, 2022

York Communications Unit

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ARTICLE 1 – PREAMBLE

Pursuant to the provisions of the Municipal Public Employees Labor Relations Act (Title 26, MRSA, 961 through 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 employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of negotiating salaries, wages, hours, and other conditions of employment for all its eligible employees within the bargaining unit, as determined in accordance with the Municipal Public Employees Labor Relations Act.

ARTICLE 3 - UNION SECURITY

Membership in this Local Union is not compulsory. Membership in this Local Union is separate, apart and distinct from the assumption by an employee of his equal obligation to the extent that he receives equal benefits. The Local Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of this Union. The terms of this Agreement have been made for all employees in the bargaining unit and not for members in the Local Union.

This Agreement has been executed by the employer after it has satisfied itself that the Union is the choice of the majority of the employees in the bargaining unit. Accordingly, it is fair that each employee in the unit pay his own way and assume his fair share of the obligation along with the grant to equal benefits contained in this Agreement. In this regard, employees may elect to accept the provisions of either 1 or 2 below.

1. All employees who are members of the Union as of the date of this Agreement, and all employees hereafter who become members of the Union, shall maintain their membership in good standing in the Union for the duration of the Agreement.

ARTICLE 4 - ACCESS TO PREMISES

Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues, and ascertaining that the Agreement is being adhered to, provided, however, that there is no interruption of the Employer's working schedule. The Union representative shall notify the Police Chief or officer in charge when entering the Employer's premises.

ARTICLE 5 - CHECKOFF AUTHORIZATION

Section 1. The employer shall deduct regular monthly dues and fees (including agency fees, fair share fees or service fees and initiation fees) upon receipt of a signed authorization from each employee (a copy of which is to be retained by the Employer) and a certified statement from the Secretary-Treasurer of the Local Union as to the amount for dues and fees. Such authorization shall be for the life of this Agreement and shall be continued thereafter if an Agreement exists between the Employer and the Union, unless an employee notifies the Union in writing no more than twenty (20) days and not less than ten (10) days before the expiration of the Agreement of his desire to revoke his authorization for check off.

Section 2. The Employer shall forward all such dues and fees so collected to the Secretary-Treasurer of the Local Union before the end of each month in which deductions were made. In the event dues and fees are deducted each week, the Employer shall forward such dues and fees to the Secretary-Treasurer of the Local Union before the tenth (10th) day of the month following the month in which deductions were made.

Section 3. Delinquent Dues. Upon notification by the Union of delinquent dues or fees, the Employer shall deduct for delinquent dues or fees in addition to deduction for regular dues or fees.

Section 4. The Union shall indemnify and save the Employer harmless against all claims and suits which may arise by reason of any action taken in making deductions of said dues and fees and remitting the same to the Union pursuant to this Article.

ARTICLE 6 - GRIEVANCE PROCEDURE

A grievance is hereby jointly defined to be any dispute, which may arise under the interpretation or application of this Agreement. Any grievance arising between the Employer and the Union or an employee represented by the Union shall be settled in the following manner:

Step One: The Steward or Alternate and employee shall take up the written grievance with the Chief of Police within seven (7) calendar days of the occurrence of the event or first knowledge of the event giving rise to the grievance; thirty (30) days for economic issues. Within seven (7) calendar days after the grievance is presented by the employee or the Union, the Police Chief will meet with the employee and the Steward to discuss the grievance. The Police Chief shall respond, in writing, to the aggrieved employee within seven (7) calendar days after the meeting date. Within seven (7) calendar days after the written response of the Police Chief is received, if the grievance is not resolved between the parties, the aggrieved employee may submit the grievance in writing to the Town Manager with a copy of the grievance to the Local Union business office.

Step Two: Within seven (7) calendar days after receipt of the written grievance by the Town Manager, the Town Manager will hold a meeting with the Union Business Agent on the

grievance. Within seven (7) calendar days after the meeting, the Town Manager will respond, in writing, to the Union as to his/her decision on the grievance. In the event that the decision of the Town Manager is not acceptable, the Union may, within fourteen (14) calendar days after receipt of the Town Manager's response, file a written request for grievance arbitration of the issue and so advise the Town of the Union's request to arbitrate.

Step Three: The parties shall attempt to mutually agree upon an arbitrator. If the parties cannot agree upon an arbitrator within seven (7) calendar days from when notice to arbitrate is filed, either party can request the Federal Mediation and Conciliation Service to appoint an arbitrator. The expenses of the arbitrator and the proceedings shall be shared equally by the parties. Failure to meet these time deadlines shall terminate the grievance. The arbitrator shall have no authority to amend, modify, add to, or detract from the specific terms and provisions of the Agreement. The arbitrator's decision shall be final and binding on the parties for the duration of the Agreement. The arbitrator shall be requested to issue the decision within thirty (30) days after the conclusion of the testimony and final arguments. Expenses of 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 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 to the arbitrator.

Time limits for the processing of grievances may be extended by written consent of the parties.

ARTICLE 7 - STEWARDS

Section 1. The employer recognizes the right of the Union to designate a Steward and an Alternate. The authority of Stewards and Alternates 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 when 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.

Section 2. Stewards and Alternates have no authority to take strike action, or any other action interrupting the Employer's business, except as authorized by official action of the Union.

Section 3. Stewards shall be permitted to investigate, present and process grievances on or off the property of the Employer without loss of time or pay so long as the Town does not incur any additional expenses, with a limit of two (2) hours per week. Such time spent in handling grievances shall be considered working hours in computing daily and/or weekly overtime.

Section 4. One member of the negotiating team shall be allowed sufficient time off without loss of time or pay to represent the New England Police Benevolent Association (NEPBA), in all negotiations with the Employer concerning collective bargaining so long as the Town does not occur any additional expenses.

ARTICLE 8 - UNION ACTIVITIES

Section 1 - Time Off for Union Activities

The Town of York Police Department shall allow for 40 total hours of Union time off, to conduct sanctioned Union business over the course of the 3-year contract. The 40 hours shall be dispersed by the President with the approval of the Police Chief or his/her designee. The employer agrees to grant the necessary time off, without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention or to serve in any capacity on other official Union business, provided one (1) week written notice is given to the employer by the Union specifying the length of time off. The Union agrees that, in making its request for time off for Union activities, due consideration shall be given to the number of employees affected in order that there shall be no disruption of the employer's operations due to lack of available employees. This section does not apply to the NEPBA General Membership Monthly Meeting.

Section 2 - No Discrimination Because of Union Activities

Any employee member of the Union acting in any official capacity whatsoever shall not be discriminated against for his acts as such Officer of the Union so long as such acts do not interfere with the conduct of the employer's business, nor shall there be any discrimination against any employee because of Union membership or activities.

ARTICLE 9 - DISCIPLINE

The employer shall not discipline any employee without just cause.

ARTICLE 10 - PERSONNEL FILES

Insofar as permitted by law, all personnel records, including home addresses, 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 municipal officials.

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 employer. A member shall have the right to have added to his personnel file a written refutation of any material which he considers detrimental.

Members shall receive a copy of any written reprimand which is placed in the members personnel file.

Written reprimands shall be purged, at the request of the employee, after twelve (12) months provided the employee is not cited for similar discipline.

ARTICLE 11 - BEREAVEMENT LEAVE

In the event of death in the immediate family of an employee, the employee shall be granted up to five 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, parents-in-law, grandparents, grandchildren, step-parents, step-children and brother-in-law, sister-in-law, or other relatives living in the same household.

Additional days may be granted with the approval of the Police Chief for out-of-state funerals, which may be deducted from sick leave or vacation.

ARTICLE 12 - LEAVE BENEFITS

An employee may request in writing and may be granted by the Town Manager, a leave of absence without pay for a period deemed necessary by the employee for the purpose of the leave and not in excess of twelve (12) months. The reason for that leave shall be stated in writing and reviewed every three (3) months and said leave may be discontinued after such review.

No employee shall receive salary or accumulate benefits from the Town while on leave of absence, except with special exception made by the Board of Selectmen, which will not be precedent-setting.

ARTICLE 13 - SEPARATION OF 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 equipment and 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.

Employees who terminate employment with the Town of York will not be subject to retro pay or other benefits of a new contract if employment is terminated before contract ratification.

ARTICLE 14 - SEPARABILITY AND SAVINGS CLAUSE

If any article or section of this Agreement or any supplements or riders thereto shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section shall be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any supplements or riders thereto, or the application of such article or section to persons or circumstances other than those as to which it has been held invalid, or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any article or section is held invalid or enforcement of or compliance with which has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations after receipt of written notice of the desired amendments by either the employer or the Union for the purposes of arriving at a mutually satisfactory placement of an article or section during the period of invalidity or restraint. There shall be no limitation of time for such written notice.

ARTICLE 15 - INJURY ON DUTY

Employees who are covered by this Agreement and who are injured on the job shall receive in addition to compensation paid or payable under the Worker's Compensation Act, an amount sufficient to bring them up to full net wages while any incapacity exists and until they are either placed on disability retirement or return to active duty, providing the employee was not acting in a negligent manner or in violation of any department rule. This clause shall cover employees

called into duty on off-duty time. Absence because of such injuries shall not be charged to accumulated sick leave.

Rights to annual leave shall not be earned by an employee after the first ten (10) weeks of receiving workers compensation benefits.

ARTICLE 16 - NONDISCRIMINATION

Section 1 The employer and the Union agree that there will be no discrimination by the Employer or the Union against any employee because of any employee's lawful activity and/or support of the Union.

Section 2 The use of the 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 regardless of sex.

ARTICLE 17 - DISCIPLINARY PROCEEDINGS

Any member charged with a violation of department rules and regulations, incompetence, misconduct, negligence, insubordination, disloyalty or other serious disciplinary infraction may request a hearing provided such request is made in writing and delivered to the department head no later than five (5) days after the member is advised of the charge against him. The Town shall only be required to hold a hearing for suspensions or dismissals. 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 five (5) days after the date when the suspension began.

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 a defense. The hearing, which shall be before the department head, or in his absence or incapacity the acting department head shall be informal in nature. The member may be accompanied by legal counsel or a representative of the Union or Steward. 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. All disciplinary action shall only be taken for "just cause".

ARTICLE 18 - BULLETIN BOARD

The employer agrees to provide suitable space for Union notices on a bulletin board. The Union shall limit its use of the bulletin board to official Union business, such as meeting notices and Union bulletins.

ARTICLE 19 - SENIORITY

Seniority is defined as continuous service with the department from the date of last permanent hire.

Section 1 A seniority list shall be established naming all the employees covered by the Agreement, with the employee with the greatest seniority (years of service) listed first. Seniority shall be based upon the employee's last date of permanent hire. Seniority for the purpose of the Agreement shall be interpreted to mean length of continuous service only. Seniority and qualifications shall be major factors in all matters affecting layoff, recall and vacation preference.

Section 2 In the event it becomes necessary for the employer to lay off employees for any reason, employees shall be laid off in the inverse order of their seniority, by classification with bumping rights. All affected employees shall receive a minimum of a two (2) calendar week advance notice of layoff. The employer shall attempt to give as much notice as possible and the employer shall meet with the affected employees prior to the actual occurrence of layoff. Employees shall be recalled from layoff according to their seniority for up to fifteen (15) months from date of layoff. No new employee shall be hired until all employees on layoff status have been afforded recall notices.

Section 3 The seniority list shall be brought up-to-date on January 1st of every year and immediately posted thereafter on bulletin boards for a period of not less than thirty (30) days, and a copy of same shall be sent to the Union and to the Steward. Any objection to the seniority list, as posted, must be reported to the employer within ten (10) days from the date posted or it shall stand as accepted.

Section 4 All permanent job openings and/or vacancies shall be posted by the employer for application as soon as such opening and/or vacancy becomes available. This provision shall also apply to temporary job openings that are likely to last thirty (30) or more calendar days.

ARTICLE 20 - VACATION

Full-time employees shall earn six (6) days paid vacation the first year of employment; twelve (12) days per year the second and third year of employment; fifteen (15) days in the fourth and fifth year of employment; eighteen (18) days the sixth through the tenth year of employment; twenty-four (24) days thereafter, to be taken at a time approved by the Police Chief or his designee. Vacation will accrue on a monthly basis. New employees will not use vacation time until after the sixth month of employment is completed. Employees will be allowed to accrue and carry over up to ten (10) days of vacation above the employee's annual accrual. No vacation time will accrue beyond these limits, unless the Police Chief feels there are extenuating circumstances, and then he may, with the agreement of the Town Manager, allow a carry-over of vacation time and/or allow pay in lieu of time off.

Vacation shall be determined by seniority. **Vacation requests for vacation between January 1 and April 1st will be determined by seniority based on vacation requests submitted on or before December 31st of the previous year.** Vacation requests for vacation between April 1st and December 31st will be submitted by March 31st of each calendar year. **Any vacation request received after the above time frames will be determined by date of the request.**

Once multi-day vacations are approved by the Chief of Police or his designee, no dispatcher can be “bumped” from that scheduled vacation time. There shall be no seasonal restrictions on vacation time provided there is a minimum of thirty (30) days advance notice and there is a suitable, qualified replacement available. In the event of unusual or unforeseen circumstances, the Chief, or his designee, may waive the (30) thirty day advance notice requirement.

ARTICLE 21 - INSURANCE

- A. The Town shall provide through the Maine Municipal Employees Health Trust (MMEHT) its comprehensive health care program. The Town will provide up to full family subscriber coverage. Effective with the ratification of this agreement the Town will pay 85% of the POS-C plan. Commencing July 1, 2014 employees may choose either the Point of Service (POS) C or POS 200 plan. For employees who elect the POS-C plan, the Town shall pay eighty (80%) percent of the subscriber cost and the employee shall pay twenty (20%) percent. For employees who elect the POS 200 plan, the Town shall pay three hundred dollars (\$300.00) greater than eighty-five (85%) percent of the subscriber cost and the employee shall pay fifteen (15%) percent, less three hundred dollars (\$300.00).

Effective January 1, 2018, the Town shall offer through the Maine Municipal Employees Health Trust (MMEHT) its comprehensive Point of Service (POS) - C, POS-200 and PPO-500 plans. The Town will contribute an amount equal to (87.5%) percent of the POS200 premium irrespective of plan selection with the member paying the applicable balance of said plan.

- B. Any employee contribution towards the monthly health insurance premium shall be done on a pretax basis.
- C. The Town shall maintain a section 125 (cafeteria or flexible benefits plan) for the purpose of providing health insurance and related benefits described in this Article, and all such benefits shall be provided pursuant to that plan. For employees enrolled in the MMEHT POS C plan or declining the Town provided medical insurance, the Town will contribute \$425 annually to the section 125 plan for each employee. For employees enrolled in the MMEHT POS 200 plan, the Town will contribute \$500 annually to the section 125 plan for each employee. Effective January 1, 2018, the Town will contribute \$500 annually to the section 125 plan.
- D. Payment in lieu: A Communication Specialist may choose to obtain their health insurance through an alternative source (ex. spouse or parent). If both the spouse and employee are covered by the Town of York’s health insurance plan the Town will reserve the right to

manage plan coverage in a manner most cost effective for the Town. For Communications Specialists who do not receive health insurance through the Town of York will be paid 25% of the premium, less the basic life insurance premium, of the coverage that they would otherwise be eligible for. This payment will be made on a fiscal year basis in two installments, the first in December and the second in June for each of the previous six months. To be eligible for this benefit the recipient must show proof, satisfactory to the Town, that they have health insurance from another source. This health insurance must be substantially equal to the policy that would otherwise be offered by the Town.

In the event another Town of York bargaining unit receives a more generous in-lieu of insurance incentive, members of this unit will be extended the same terms of said benefit.

ARTICLE 22 - SICK LEAVE

Sick leave shall accrue at the rate of one (1) work day for each month of service. Sick leave may accrue to a maximum of ninety (90) days. Once an employee reaches and maintains the maximum accrual level of ninety (90) days, any annual accrual which is unused at the conclusion of the fiscal year, shall be bought back at the rate of fifty percent (50%) of the unused sick leave above the ninety (90) days, not to exceed six (6) in any one year. The remaining fifty percent (50%) will be credited to the individual accumulated sick time to be used for sick leave only, not for reimbursement purposes.

Sick leave may only be used when physical illness or physical incapacity renders an employee unable to perform the duties of his position. The Chief of Police has the authority to approve sick time to be used if there is illness in an employee's immediate family.

The Town reserves the right to investigate all uses of sick leave to determine whether or not such use of sick leave is appropriate. The employee shall promptly comply with all requests for doctor's certificates to validate sick leave when requested by the employer. The employer may select the doctor.

Upon separation or retirement after **four (4)** years service, employees shall be paid for one-half (1/2) of accrued sick leave at their current rate of pay not to exceed forty-five (45) days and **after ten years of service, employees shall be paid for seventy –five percent (75%) of accrued sick leave at their current rate of pay not to exceed sixty-seven and one half days (67.5).**

In the event no sick leave is taken, personal days will be earned in the following manner:

January 1st - April 30th	=	1 Day
May 1st – August 30th	=	1 Day
September 1st – December 31st	=	1 Day

Employees must maintain a balance of 45 days (360 hours) of sick leave to qualify for personal days. Personal days must be used within the following six (6) months of being earned and they do not have any cash value.

Upon the death of a unit member, one hundred percent (100%) of accumulated sick leave will be paid to the estate of the deceased member.

In the event the Town outsources, regionalizes, or otherwise eliminates the positions covered by this agreement, in full, 100% of the employees sick leave balance available at the time of elimination will be payable upon termination.

Retirement Health Savings Plan - the Town agrees to provide employees the opportunity to participate in a Retirement Health Savings Plan should the Union request implementing a plan. The Retirement Health Savings plan will be subject to the applicable state and federal guidelines and regulations. Employee participation will be limited to amounts otherwise compensable under this article.

ARTICLE 23 - MANAGEMENT RIGHTS

The Town retains all rights and authority to manage and direct its employees, except as otherwise specifically provided for in this Agreement. Such rights and authority include, but are not limited to, the right and authority to exercise control and discretion over the organization and the efficiency of the operations of the department; 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 within the department; to suspend, demote, discharge, or take other disciplinary action against employees for just cause; to increase, reduce, change, modify, or alter the composition and size of the work force, including the right to relieve employees from duty 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; to establish, modify, combine or abolish job positions and classifications; to change or eliminate existing methods of operation, equipment or facilities; to establish, implement and maintain effective safety, health and property protection measures; to create, modify or delete the rules and regulations; to take necessary action to carry out the mission of the department in cases of emergency.

ARTICLE 24 - HOLIDAYS

The following days shall be observed as holidays by Unit members:

New Year's Day
Martin Luther King Day
Washington's Birthday

Columbus Day
Veterans Day
Thanksgiving Day

Patriots Day
Memorial Day
Independence Day
Labor Day

Christmas Day
Floating Holiday
*1/2 day @ Christmas Eve
(*only when granted to other Town Employees or when it falls on a Saturday or a Sunday)

Employees who are required to work a holiday shall be paid at his/her base hourly straight time rate for the scheduled work date, and shall accumulate a personal paid day off in compensation for said date. Employees shall receive one and one half (1-1/2) times their normal rate of pay for hours actually worked on: Memorial Day, Independence Day, Labor Day, New Years Day, Veterans Day and for the hours between 3 P.M. and 11 P.M. on Christmas Eve. For hours worked on Thanksgiving Day and Christmas, employees shall receive two and one-quarter (2 1/4) times their normal rate of pay. Employees shall take holidays and/or Compensatory Days within the contract year in which they are earned. Compensatory days off shall be granted subject to written requests with at least three (3) days prior notice to the department head. Employees may choose to receive one days pay in lieu of a compensatory day off for holidays worked up to a maximum of (12) twelve days per year. CTO (Compensatory Time Off) buy-back will occur in June of each contract year and holiday buy-back will occur in December of each contract year subject to budget allowance.

ARTICLE 25 - HOURS AND OVERTIME

Regular work week shall be forty (40) hours, **with two consecutive days off** and the regular work day shall be eight (8) hours. All hours worked in excess of forty (40) hours a week shall be paid at the rate of one and one half times the base hourly rate. The Town retains the right to make unilateral changes in the work schedule only after meeting and conferring with the Union and after providing employees with at least a two week notification of the schedule change. For the purposes of this section, hours worked shall mean only hours actually worked; vacation leave, holiday/compensatory time, and work related injury leave. It shall not include hours compensated by sick leave, bereavement leave, or call-back pay.

Employees called back to work for hours which are not annexed consecutively to either end of the employee's work shift shall receive a minimum of three (3) hours pay at a time and one-half

(1-1/2) their base hourly rate of pay. This provision does not apply to scheduled overtime or holdover periods.

When determining allocation of overtime shifts, preference will be given to the senior Dispatcher on a rotating basis on the overtime list, if off duty and available. Preference to fill shifts or vacancies will be given to the regular Dispatcher over part-time Dispatchers, if off duty and available.

ARTICLE 26 - UNIFORMS

Effective July 1, 2008 the Town agrees to increase the current \$400 provided to unit Members annually for the purchase of uniforms to \$600 annually. This shall be paid upon presentation of a receipt by the employee. Unit members agree to wear uniforms which, will consist of summer and winter shirts, pants or skirts, sweaters, vests or blazers, footwear, and any other item deemed appropriate by the Chief of Police. Uniforms will be replaced on an as-needed basis to be determined by the Police Chief.

Effective July 1, 2016, the Town agrees to compensate unit members \$800 annually for the purchase of uniforms and other work related attire as outlined above. The benefit will be paid in two equal installments of \$400 in June and December of each year and will be paid as taxable income subject to all applicable income taxes and withholdings.

ARTICLE 27 - RETIREMENT

The Town agrees to provide Social Security. Full-time employees may choose to join either the Maine State Retirement System plan currently in effect to Unit members, or the International City Management Association Retirement Corporation (ICMA-RC).

For employees hired prior to July 1, 2016, the Town's contribution to the ICMA defined contribution plan will be equal to 7.5% of the employee's salary. The Town's contribution will be made in the name of the Town employee. For employees hired on, or after, July 1, 2016 the Town agrees to match employee contributions 2-to-1, up to a maximum employer contributions of 6%, to an I.C.M.A. defined contribution program.

Employees who choose to join the Maine State Retirement System may also contribute to the ICMA system at their own expense.

ARTICLE 28 - OUTSIDE EMPLOYMENT

Regular employees may obtain outside employment with permission of the Chief of Police. Such permission shall not be withheld unless such employment represents a conflict of interest. In any event, no employee shall fail to appear for a mandatory work shift or assignment due to conflicting outside commitments.

On or before January 1st of each year, employees shall notify the Chief in writing of current and/or anticipated outside employment so that the Chief may render a decision relative to conflict of interest.

ARTICLE 29 - RIGHT TO SUBSTITUTE

The right to substitute within a scheduled work week shall be permitted provided that permission is obtained from the Chief of Police or his designee in advance of the substitution date or the proposed substitution date with the following qualifications or conditions:

1. The substitution (trade time) is done voluntarily by the employees involved.
2. That the employees are full-time dispatchers.
3. That the Town shall not incur an additional expense as a result of any substitution.
4. That the reason for trade time is for a personal need or desire, not at the request of the Town.

ARTICLE 30 - PUBLIC SAFETY DISPATCHER PLAN

Recognizing the importance of well-trained Dispatchers, the Town agrees to provide training for all affected personnel towards maintaining a public safety dispatcher certification. Such training will be to include classes, such as Introduction to Emergency Communications; Advance Principals of Emergency Communications; Concepts of Emergency Telecommunications; Emergency Medical Dispatching; Fire Service Dispatching; Handling Multiple Incidents; and 9-1-1 related courses. Said courses to be assigned dependent upon budgetary allocation, prior training, job classification/seniority, education and experience. The Town will attempt to provide sufficient training in each calendar year so as to allow training for all personnel.

Said courses may be of such quality education as that offered by Maine Criminal Justice Academy; any Civil Defense related courses or program; any Emergency Services courses or programs; any in-service program provided by the York Police Department; any college degree related courses qualifying as those listed above; any police related college course qualifying as those listed above; qualification as a Notary shall be considered a mandatory portion of the incentive; and any other that the Chief of Police deems appropriate as qualifying. Employees will be compensated at a grade level A, B, or C as shown in Appendix A-Wages.

Level C - Those who have attended ten (10) or more classes in addition to certification as a notary.

Level B - Those who have attended six (6) or more classes in addition to certification as a notary.

Level A - Those who have attended three (3) or more of the above-listed classes. Certification as a Notary shall be a requirement for attaining level A and shall not count as one (1) class.

Said payment of salary shall stay with the employee for the duration of the Contract provided that they annually demonstrate their level of certification. All courses must provide a criterion testing process or shall not be deemed appropriate for this incentive program. In the event that a

program does not provide a criterion testing, then one shall be designed by the Chief of Police or his designee. Successful completion of the criterion test in all cases will be the qualifier for the incentive.

Physical Agility – To qualify for the physical agility section of the Public Safety Dispatcher Plan, employees must complete an annual physical agility test in the spring of each year. The test shall be in compliance with the entry-level standards of the Maine Criminal Justice Academy for law enforcement officers. The testing process shall be rated and scored by gender and age as prescribed by the Academy. Employees may not smoke or otherwise use tobacco products to qualify for this incentive. Employees who successfully complete the annual physical agility test shall be credited with 30 hours of compensatory time.

An additional physical agility test will be given in the fall of each year. The test shall be in compliance with the entry-level standards of the Maine Criminal Justice Academy. The testing process will mirror the physical agility test given in the spring. The fall test is not mandatory, however, employees who successfully complete the fall physical agility test shall be credited with 30 hours of compensatory time.

ARTICLE 31- EMERGENCY MEDICAL DISPATCHER

The Town shall compensate employees who are State certified and maintain certification as Emergency Medical Dispatchers as shown in Appendix A-Wages. The Town will provide schooling or choose appropriate courses to assist the members in becoming certified Emergency Medical Dispatchers. The Town will pay the cost of EMD certification. Effective on January 1, 2001, certification as an Emergency Medical Dispatcher shall be a condition of employment. All new employees shall be required to become EMD certified before completion of their probationary period.

In the advent of State mandated Emergency Police Dispatch (EPD) certifications and protocols, the Town agrees to impact bargain the implementation with the membership.

ARTICLE 32 - COMPLAINTS AGAINST A DISPATCHER

Whenever a complaint (written or verbal) is lodged against a Dispatcher, the following procedure will be followed:

1. The complainant shall, within fourteen (14) days of the incident, contact the Chief of Police or his specific designee, who will attempt to resolve the problem informally.
2. If the complaint cannot be resolved informally, the complainant shall, within five (5) days, reduce the complaint to writing and outline the specifics of the complaint and provide reasonable information.

3. A copy of the complaint and any substantiating evidence will be promptly supplied to the Chief of Police, and a copy to the employee. The Police Chief or his specific designee will investigate the complaint.
4. The Chief will review the complaint, conduct a meeting with the named Dispatcher, and conduct a meeting with the complainant. The Chief of Police shall consider the facts and make a judgment on the complaint. The Dispatcher will be notified in writing of the disposition of the complaint. Step four (4) shall be completed in ten (10) days.
5. If the Dispatcher is not satisfied with the decision of the Chief after step four (4) has been completed, he/she may request an informal hearing before the Town Manager by submitting a written request no later than five (5) working days after the receipt of the Chief's decision.
6. The Town Manager shall conduct a hearing on the complaint no later than fifteen (15) days after receiving the written request as provided for in step five (5). The Town Manager will issue a determination with regard to the complaint in writing within fifteen (15) days of the hearing.
7. Time limits may be extended by mutual consent of the parties with notice.
8. It is understood that the parties have the right to be represented by counsel throughout the proceedings.

ARTICLE 33 - DURATION OF AGREEMENT

This Agreement shall be effective **July 1, 2019** and shall remain in full force and effect unless mutually agreed to amend until **June 30, 2022**.

Negotiations for successor Agreement shall be conducted per Title 26 MRSA, Chapter 9-A.

ARTICLE 34 - AMERICANS WITH DISABILITIES ACT

The employer will notify the Union as soon as it becomes aware of any situation requiring a reasonable accommodation within the terms of the Americans with Disabilities Act, will provide the Union with all relevant information, and will bargain with the Union concerning any accommodation that departs from any of the terms of this Contract or from any existing practice.

ARTICLE 35 - FAMILY MEDICAL LEAVE ACT

The employer will integrate the provisions of the Family Medical Leave Act with other leaves in this Agreement. All accrued paid leave must be used for Family Medical Leave before taking Family Medical Leave. The balance of the Family Medical Leave will be unpaid leave.

ARTICLE 36- DISPATCHING FOR OTHER AGENCIES

In recognition of the additional responsibility our Dispatchers have assumed with the consolidation of the York and Ogunquit Communication Systems, all full-time Union members shall receive compensation as shown in Appendix A-Wages. Dispatchers must have completed their probationary period to qualify for this incentive.

If the Town agrees to provide emergency communications to another agency (ex. municipality) the Town agrees to meet with the Union to impact bargain. The membership will receive an hourly increase not less than .90¢ per hour.

Contingent upon the continuation of additional PSAP services for other communities and the remaining balance of department funds at the conclusion of the fiscal year, the Town will provide a payment to all full-time employees in the amount of one thousand dollars (\$1,000.00). This payment is in recognition of continued cooperation and collaboration with management to identify and implement operational efficiencies with regard to scheduling and overtime to reduce overall department costs.

ARTICLE 37 – ADDITIONAL DUTIES/INCENTIVES:

Additional duties are defined as duties assigned by the Chief of Police or his designee including assignments such as scheduling, alarms, parking tickets, interdepartmental communications, etc. Additional duty pay as shown in Appendix A- Wages, will only be paid to individuals with assigned duties. Individuals must successfully complete and maintain such duties, which will be annually reviewed and evaluated.

ARTICLE 38: EDUCATION

Professional Certifications- Any member of the bargaining union who is required to test for the purpose of maintaining EMD and EFD certifications shall be paid time and one-half for each hour worked if taken after hours with approval of their supervisor.

Education Incentive: Bargaining members who hold degrees shall be paid an annual stipend as follows:

- a. Associated Degree: \$500.00
- b. Bachelor's Degree: \$1,000.00
- c. Master's Degree or higher: \$1,500.000

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____, to be effective as of **July 1, 2019**.

**Town of York
Selectmen:**

**New England Police Benevolent
Association:**

**APPENDIX A – WAGES
DISPATCHERS**

Incentive Levels: Those who have attended qualified education courses as detailed in the contract with the following levels:

- Level A – Those who have attended three (3) or more classes and in addition a notary certificate (notary certification does not count as a class)
- Level B - Those who have attended six (6) or more classes.
- Level C - Those who have attended ten (10) or more classes.

Differential Pay – The shift differential shall remain fixed for the term of the contract.

Newly hired communication specialists who possess Maine Criminal Justice Academy certification or equivalent certification and other subsequent experience may be placed on a pay level up to the four (4) year pay level at the discretion of the Chief of Police commensurate with that individual's prior experience and competence. This shall be for the purpose of determining salary only and shall not be construed as to affect their level of seniority. After such initial placement, the individual shall progress on the salary schedule in accordance with its terms. (Based on time in service at the York Communications Center.) Lateral entry agreements with employees prior to January 2004 shall remain in effect as negotiated.

Payment of wages: Effective July 1, 2016, all employees covered by this agreement will receive their regular earned payroll wages by direct deposit.

Retro Pay: In the event that retro-pay is owed to an employee finance will have a time period of up to 60 days to provide the employee with wages owed.

Town of York - Dispatch Pay Scale										TBD	Effective 7/1/2019
Step	Hourly	\$.60 Adjustment		EMD	A	B	C	Add'l Duties	Health Adj. (NO COLA)		
		1	Start							\$18.17	\$18.77
2	After 1	\$18.96	\$19.56	\$ 1.32	\$ 0.42	\$ 0.83	\$ 1.48	\$ 0.79	0.25		
3	After 2	\$19.61	\$20.21	\$ 1.32	\$ 0.42	\$ 0.83	\$ 1.48	\$ 0.79	0.25		
4	After 4	\$20.37	\$20.97	\$ 1.32	\$ 0.42	\$ 0.83	\$ 1.48	\$ 0.79	0.25		
5	After 6	\$21.04	\$21.64	\$ 1.32	\$ 0.42	\$ 0.83	\$ 1.48	\$ 0.79	0.25		
6	After 9	\$21.73	\$22.33	\$ 1.32	\$ 0.42	\$ 0.83	\$ 1.48	\$ 0.79	0.25		
7	After 12	\$22.40	\$23.00	\$ 1.32	\$ 0.42	\$ 0.83	\$ 1.48	\$ 0.79	0.25		
8	After 15	\$23.06	\$23.66	\$ 1.32	\$ 0.42	\$ 0.83	\$ 1.48	\$ 0.79	0.25		
9	After 18	\$23.80	\$24.40	\$ 1.32	\$ 0.42	\$ 0.83	\$ 1.48	\$ 0.79	0.25		
10	After 21	\$24.51	\$25.11	\$ 1.32	\$ 0.42	\$ 0.83	\$ 1.48	\$ 0.79	0.25		
11	After 25	\$25.22	\$25.82	\$ 1.32	\$ 0.42	\$ 0.83	\$ 1.48	\$ 0.79	0.25		

Shift Differential (NO COLA)	Evening Shift	\$ 0.90
	Midnight Shift	\$ 1.20

Employees after 25 years of service will receive a lump sum payment of \$300 annually.

Town of York - Dispatch Pay Scale										TBD	Effective 7/1/2020
Step	Hourly	\$.60 Adjustment		EMD	A	B	C	Add'l Duties	Health Adj. (NO COLA)		
		1	Start							\$ 18.77	\$ 19.37
2	After 1	\$ 19.56	\$ 20.16	\$ 1.32	\$ 0.42	\$ 0.83	\$ 1.48	\$ 0.79	0.25		
3	After 2	\$ 20.21	\$ 20.81	\$ 1.32	\$ 0.42	\$ 0.83	\$ 1.48	\$ 0.79	0.25		
4	After 4	\$ 20.97	\$ 21.57	\$ 1.32	\$ 0.42	\$ 0.83	\$ 1.48	\$ 0.79	0.25		
5	After 6	\$ 21.64	\$ 22.24	\$ 1.32	\$ 0.42	\$ 0.83	\$ 1.48	\$ 0.79	0.25		
6	After 9	\$ 22.33	\$ 22.93	\$ 1.32	\$ 0.42	\$ 0.83	\$ 1.48	\$ 0.79	0.25		
7	After 12	\$ 23.00	\$ 23.60	\$ 1.32	\$ 0.42	\$ 0.83	\$ 1.48	\$ 0.79	0.25		
8	After 15	\$ 23.66	\$ 24.26	\$ 1.32	\$ 0.42	\$ 0.83	\$ 1.48	\$ 0.79	0.25		
9	After 18	\$ 24.40	\$ 25.00	\$ 1.32	\$ 0.42	\$ 0.83	\$ 1.48	\$ 0.79	0.25		
10	After 21	\$ 25.11	\$ 25.71	\$ 1.32	\$ 0.42	\$ 0.83	\$ 1.48	\$ 0.79	0.25		
11	After 25	\$ 25.82	\$ 26.42	\$ 1.32	\$ 0.42	\$ 0.83	\$ 1.48	\$ 0.79	0.25		

Shift Differential (NO COLA)	Evening Shift	\$ 0.90
	Midnight Shift	\$ 1.20

Employees after 25 years of service will receive a lump sum payment of \$300 annually.

Town of York - Dispatch Pay Scale										TBD	Effective 7/1/2021
Step	Hourly	\$.30 Adjustment		EMD	A	B	C	Add'l Duties	Health Adj. (NO COLA)		
		1	Start							\$ 19.37	\$ 19.67
2	After 1	\$ 20.16	\$ 20.46	\$ 1.32	\$ 0.42	\$ 0.83	\$ 1.48	\$ 0.79	0.25		
3	After 2	\$ 20.81	\$ 21.11	\$ 1.32	\$ 0.42	\$ 0.83	\$ 1.48	\$ 0.79	0.25		
4	After 4	\$ 21.57	\$ 21.87	\$ 1.32	\$ 0.42	\$ 0.83	\$ 1.48	\$ 0.79	0.25		
5	After 6	\$ 22.24	\$ 22.54	\$ 1.32	\$ 0.42	\$ 0.83	\$ 1.48	\$ 0.79	0.25		
6	After 9	\$ 22.93	\$ 23.23	\$ 1.32	\$ 0.42	\$ 0.83	\$ 1.48	\$ 0.79	0.25		
7	After 12	\$ 23.60	\$ 23.90	\$ 1.32	\$ 0.42	\$ 0.83	\$ 1.48	\$ 0.79	0.25		
8	After 15	\$ 24.26	\$ 24.56	\$ 1.32	\$ 0.42	\$ 0.83	\$ 1.48	\$ 0.79	0.25		
9	After 18	\$ 25.00	\$ 25.30	\$ 1.32	\$ 0.42	\$ 0.83	\$ 1.48	\$ 0.79	0.25		
10	After 21	\$ 25.71	\$ 26.01	\$ 1.32	\$ 0.42	\$ 0.83	\$ 1.48	\$ 0.79	0.25		
11	After 25	\$ 26.42	\$ 26.72	\$ 1.32	\$ 0.42	\$ 0.83	\$ 1.48	\$ 0.79	0.25		

Shift Differential (NO COLA)	Evening Shift	\$ 0.90
	Midnight Shift	\$ 1.20

Employees after 25 years of service will receive a lump sum payment of \$300 annually.

APPENDIX B – Sidebar Agreement

The Town agrees that a mutually acceptable policy shall be developed concerning overtime and any amendments to that policy shall be mutually approved. If amendments cannot be mutually approved, the overtime shall become a topic for Collective Bargaining.

APPENDIX C – Seniority Schedule

		P. Moulton	D. Bishop	B. Twist	N. Higgins	J. Godard	M. Poulin	A. Hatch	S. McAfee
1	Start	11/9/87	*	9/28/00	8/13/01	*	8/25/14	*	9/3/17
2	After 1 Year	11/9/88	4/20/98	9/28/01	8/13/02	3/24/14	8/25/15	*	
3	After 2 Yrs	11/9/89	4/20/99	9/28/02	8/13/03	3/24/15	8/25/16	2/16/15	
4	After 4 Yrs	11/9/91	4/20/01	9/28/04	8/13/05	3/24/16	8/25/18	2/16/17	12/25/17
5	After 6 Yrs	11/9/93	4/20/03	9/28/06	8/13/07	3/24/18	8/25/20	2/16/19	9/3/19
6	After 9 Yrs	11/9/96	4/20/06	9/28/09	8/13/10	3/24/21	8/25/23	2/16/22	9/3/22
7	After 12 Yrs	11/9/99	4/20/09	9/28/12	8/13/13	3/24/24	8/25/26	2/16/25	9/3/25
8	After 15 Yrs	11/9/02	4/20/12	9/28/15	8/13/16	3/24/27	8/25/29	2/16/28	9/3/28
9	After 18 Yrs	11/9/05	4/20/15	9/28/18	8/13/19	3/24/30	8/25/32	2/16/31	9/3/31
10	After 21 Yrs	11/9/08	4/20/18	9/28/21	8/13/22	3/24/33	8/25/35	2/16/34	9/3/34
11	After 25 Yrs	11/9/12	4/20/22	9/28/25	8/13/26	3/24/37	8/25/39	2/16/38	9/3/38

