

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

TOWN OF MACHIAS

AND

FRATERNAL ORDER OF POLICE

EFFECTIVE DATE

JANUARY 1, 2023

EXPIRATION DATE

JUNE 30, 2025

ARTICLE -1- PREAMBLE

Pursuant to the provisions of Chapter 9A, Revised Statutes Annotated of Maine, Title 26, and all later revisions as enacted by the Maine legislature, entitled "An Act Establishing the Municipal Public Employees Labor Relations Law ", the parties hereto have entered into an Agreement in order to establish mutual rights, promote proper employee morale and preserve effective and efficient operations.

ARTICLE -2 - UNION RECOGNITION

The Town of Machias, hereinafter referred to as the employer, recognizes Fraternal Order of Police hereinafter referred to as the Union, as the sole and exclusive bargaining agent for the purposes of negotiating hours, wages, and other conditions of employment for all eligible full time Police Officers within the bargaining unit.

The Employer agrees not to enter into any agreement or contract with its employees, either individually or collectively, which in any way conflicts with the terms and conditions of this Agreement. Any such agreement shall be null and void.

ARTICLE -3- UNION SECURITY AND CHECK-OFF

A. Union Security

Employees who join the union must pay their costs.

B. Check-off Authorization

Section 1: The Employer shall deduct the Union's regular monthly dues and fees (including agency 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 continue 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 their desire to revoke his/her 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 at 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: Upon notification by the Union of delinquent dues or fees, the Employer shall deduct for delinquent dues or fees in addition to deducting 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 -4- ACCESS TO PREMISES

Authorized agents of the Union shall have access to the Employer's establishment during working hours with the prior approval of the Town Manager or his/her designee for purposes 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.

ARTICLE -5- 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 the appropriate Local Union action; and
- 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 or Alternates shall be permitted to investigate, present and process grievances on or off the property of the Employer outside of normal working time. Time spent conferring with the Employer or investigating a grievance with the prior approval of the Town Manager or designee will be without loss of pay.

ARTICLE -6- SEVERABILITY AND SAVINGS CLAUSE

If any article or section of this Agreement or of 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 of validity, the remainder of this Agreement and/or any such supplements or riders thereto, or the application of such article or section to such 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 purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint. There shall be no limitations of time for such written notice.

ARTICLE -7- MANAGEMENT RIGHTS

The Employer retains all rights and authority to manage and direct employees, except as otherwise specified in this Agreement. The Employer shall have the freedom of action to discharge its responsibility for the successful operation of mission in a manner to include, but not to be limited to, the following: The right to hire, the right to hire part-time and temporary employees, the right to promote, the right to discipline and discharge for just cause, the right to lay-off, the right to reduce the number of hours of operation, the right to assign work to employees, the right to investigate motor vehicle driving records for all employees holding positions which require the operation of any municipal motor vehicles, and the right to classify jobs.

The Union recognizes the right of the Employer to adopt reasonable work rules and policies that are not inconsistent with the terms and provisions of this Agreement. Said work rules and policies shall be posted prominently on departmental bulletin boards.

The Employer retains the right to eliminate, combine and re-combine positions of employment, and to deliver municipal services in a more effective manner. Except when changes are required to be negotiated by law such as: wages, hours, and working conditions.

ARTICLE -8- PERSONNEL FILES

Insofar as permitted by law, all personnel records, including home addresses, telephone numbers, and pictures of employees shall be confidential and shall not be released to any person other than officials of the police department and other municipal officials.

On request, an employee shall have the right to inspect their official personnel record. Inspection shall be during regular business hours and shall be conducted under the supervision of the Chief of Police or the Employer. The employee shall have the right to have added to their personnel file a written repudiation of any material, which they consider detrimental.

No written reprimand shall be placed in an employee's personnel file unless the employee is first given the opportunity to see a copy of the reprimand, and have the reprimand reviewed by a union representative. Within five (5) days thereafter, the employee or union representative may file a written reply. If the chief of police or Employer thereafter places the written reprimand in the employee's personnel file, they shall also provide the reply.

The employee shall have the right to have placed in their personnel file any award, commendation, or letter of appreciation received from anyone. Said items must be related to the employee's work with the employer.

ARTICLE -9- HOURS AND OVERTHIE

A. Work Week

The regular work week shall be as follows:

36/48 bi-weekly pay with overtime for work scheduled outside of the regular 36/48 hour per week regular shift.

Workday

A workday is defined as a 12hr shift. All holidays, vacation days, comp days, sick day.etc will be considered 12hrs.

B. Overtime

For all employees listed in Paragraph A, above, all hours worked in excess of the normally scheduled work week, shall be paid at the rate of one and one-half (1 and 1/2) times the base hourly rate. For the purpose of this section, "hours worked" shall be defined as hours actually worked. Sick Leave, Holidays and Vacation/Comp time shall **not** be used in the calculation of overtime pay. All vacant shifts will be offered

to reserve or part-time employees first and then any remaining shifts shall be offered to full-time employees on a seniority basis. At no time shall any employee work over 24 hours of overtime in a pay period without advanced permission of the Town Manager.

C. Work Schedule

It is agreed that modifications of the work schedules may be made when, in the opinion of the Police Chief or Town Manager, an operational need or emergency exists which requires said modifications. Said modifications of the schedule are to be discussed with the affected employees. Any schedule change shall be agreed upon by the Town Manager and Police Chief.

Nothing in this section will prohibit the employees and the Employer from mutually agreeing to change a working schedule. Such changes must be approved in writing by the Town Manager and the union representative prior to the permanent schedule change. Permanent schedule changes shall be negotiated as required by law.

D. Court Time

Any employee required during their off-duty time to appear at the Maine District Court, Superior Court, U.S. District Courts, Federal Courts, Grand Jury, Liquor Commissioner hearings, Department of Motor Vehicle Hearings(DMV), Department of Health and Human Services(DHHS) or Secretary of State hearings, to be a witness in any matter arising out of the performance of their duties shall be compensated at a minimum of three (3) hours at one and one-half times (1.5x) the hourly rate.

E. Call In

Employees will accept call-in assignments for emergency situations as designated by the Town Manager/Town Manager's designee or the Chief of Police. Any employee called to work outside of their regular shift shall receive a minimum call in of two (2) at time and one-half, and if over two (2) hours shall be compensated for hours spent at the rate of one and one-half times the hourly rate; however, this section shall not apply to any call-ins whereby that time will be annexed consecutively to either end of the employee's normal work shift. Also, this section shall not apply to any scheduled overtime.

F. Outside Detail Pay(When paid by an outside entity other than the town.)

Outside Detail is scheduled or unscheduled extra work requested by a third party for which the employee's wages are paid by the Town, but the Town is fully reimbursed by the third party. The rate of pay for such a details shall be paid at the following rate: \$45.00 per hour

There shall be a minimum of three (3) hours pay for each detail.

All available outside details will be first offered to off duty and available full-time employees on a rotating basis.

G. Other Employment

Employees will be allowed to work other jobs as long as it does not interfere with department's set schedule and is preapproved with the Police Chief and the Town Manager.

ARTICLE -10- WAGES

Employees included within the bargaining unit shall be paid compensation for work performed in accordance with Exhibit A attached hereto. Wages shall be paid to employees bi-weekly.

New full time Maine Criminal Justice Academy certified employees who transfer from another agency may be credited for years of employment experience, up to a maximum of five (5) years for the purpose of entry wages and benefits at the discretion of the Town Manager.

ARTICLE -11-VACATION

A. Vacation Accrual

- a. Less than 5 years: 8 days (96 hours)
- b. 5 to 10 years: 10 days (120 hours)
- c. 10 to 15 years: 12 days (144 hours)
- d. 15 or more years: 14 days (168 hours)

The employee will not accrue monthly vacation time if they take an unpaid leave of absence, suffers a long-term disability, suffers a work-related injury which necessitates a worker's compensation absence of more than three (3) months.

B. Benefit Utilization

Section 1: Written vacation requests shall be granted at such time or times as shall be mutually available to the employee and the Town Manager or the Town Manager's Designee. Due consideration shall be given to an employee's seniority regarding scheduling vacations.

Section 2: Vacation time will be deducted in accordance with the actual time used.

Section 3: An employee shall not be allowed to work, and to be paid in excess of their normal hourly wage, during their vacation period, unless approved, in advance and in writing, by the Town Manager or the Town Manager's Designee and the Police Chief.

C. Benefit Accumulation

An employee may carry forward eighty-four (84) hours of vacation time. For the purposes of this section the term year will refer to the fiscal year of the town, July 1 to June 30. If, because of the requirements of the employer, an employee is not permitted to take vacation, the employee will not lose said vacation time

D. Benefit Inspection

The employee may inspect their vacation accumulation records at any time at the town office during regular office hours. If a comparison of records of the employee and the employer indicates a discrepancy, the employee may petition, in writing, for a review of the records by the employer within thirty (30) days of the commencement of the new fiscal year. Once those thirty (30) days period has expired, the records of the Town shall be valid.

E. Separation of Employment

If the employee becomes separated from the employ of the employer, they will be paid for all accumulated, unused vacation time in addition to any wages they have earned at the time of separation.

ARTICLE -12- HOLIDAYS

There shall be no holiday pay, employees covered by this agreement shall have an additional thirteen days (156 hours) of paid leave.

ARTICLE -13- COMPENSATORY TIME

A. Compensatory Time — Earned

In lieu of receiving approved (overtime) compensation at the rate of one-and-one half times their regular hourly rate, employees may earn compensatory time at the rate of one-and-one-half hour for every hour worked. Earned compensatory time may be accrued to unlimited workdays and may be taken only with the written approval of the Town Manager and Police Chief. Such request shall not be unreasonably denied.

Any accrued time will be cashed out at the end of each fiscal year.

ARTICLE -14- SICK LEAVE

A. Eligibility

Sick leave benefits will be available to full time employees.

Employees on their six (6) month probationary status will earn sick leave as stipulated within this article.

B. Benefit Accrual

Sick Time benefits are available only to full-time employees. A full-time employee will accumulate 8 hours of sick leave for each month of continuous service.

The employee will not accrue monthly sick leave if they take an unpaid leave of absence, suffers a long-term disability, suffers a work-related injury which necessitates a worker's compensation absence of more than three (3) months, is laid off, or becomes separated from employment with the employer. After a three (3) month or ninety (90) day absence (whichever is less) an employee must work a minimum of ninety (90) hours per month to be eligible to earn vacation, sick, or holiday time. Such benefit time will be prorated in accordance with the number of hours actually worked.

c. Benefit Utilization

Section 1: The Town Manager or Chief of Police after three (3) days of continuous sick leave usage may require a doctor's certificate, at the employee's expense, prior to return to work.

Section 2: Time off for routine appointments for health maintenance care with a physician or dentist will be charged to accumulated sick leave with the prior consent of the employee's supervisor provided it is not possible for the employee to schedule the appointment on his/her own time.

Section 3: Sick leave benefits may be utilized only in the following cases:

- personal illness or physical incapacity
- attendance upon the infirmity of a family member of the employee
- to supplement bereavement leave
- mental health issues
- medical appointments

d. Benefit Accumulation

Employees may accumulate a maximum of 720 hours of sick leave.

e. Benefit Inspection

The employee may inspect their sick leave accumulation records at any time at the town office during regular office hours. If a comparison of records of the employee and the employer indicates a discrepancy, the employee may petition for a review of the records by the Employer within thirty (30) days of the commencement of the new fiscal year. Once that thirty (30) days period has expired, the records of the Town shall be considered to be valid.

F. Separation of Employment

If a full-time employee becomes separated from the employ of the employer due to layoff or retirement, they will be compensated for unused sick leave, to a maximum of 480 hours pay, to be calculated as follows: for every year of continuous service with the Employer the employee will receive payment for 10% of his/her unused sick leave accrual (for example, an employee who has worked for the Employer for six continuous years and who has accumulated fifty unused sick days would receive 30 days pay upon separation of employment ($0.10 \times 7 \times 50$). An employee who resigns from employment with the Employer must have at least seven (7) years of service to qualify for the above payment. Employees who are discharged from their employment for cause shall not be eligible for the above payment.

G. Personal Illness or Temporary Disability

It is the primary purpose of this section to protect the employee's family against loss of income in the event of an employee's inability to work due to illness or temporary disability - including that resulting from pregnancy, complications from pregnancy, and childbirth. It is important that all absences due to personal illness be reported to the employee's immediate supervisor as soon as possible or at the commencement of the work shift to be missed. If an employee is absent from work on sick leave, the employee shall be required by the Chief of Police and/or the Town Manager to present a doctor's note for the absence from work.

The employee may be allowed by the Town Manager to use earned accumulated vacation or comp time if they are still unable to return to their position or a comparable job, after their sick leave is depleted.

A full-time employee may be granted up to six (6) months unpaid leave of absence if the employee is still physically unable to return to their position or a comparable job, if available, after having exhausted all accumulated sick leave. The employee will retain their seniority. Health insurance coverage may be continued by the employee's payment of the full premium amount

Both additional and extended leave periods for personal illness are subject to approval of the employee's supervisor, the Town Manager, and the Board of Selectpeople. A statement must accompany requests for said sick leave from the employee's physician. This statement must be validated every thirty (30) days if the leave is to be continued.

An employee who is injured while working may be reassigned to a temporary job that meets the work restrictions the employee's doctor has deemed appropriate.

During this time the employee may be assigned to a department other than the Employee's regular department or to an alternate job.

The employee may be reassigned for a period of fifteen (15) working days to alternate duty due to injury or illness. The employer is not obligated to a period beyond fifteen (15) working days. The employer must have work that the employee can reasonably do; but the employer is under no obligation to create work for the employee.

Nothing in this section will impede agreements for the employee, the employer, and the Employer's Worker's Compensation Company from making whatever agreements that are deemed appropriate.

H. Abuse of Sick Leave

Willful abuse of sick leave privilege shall be cause for discipline up to, and including, dismissal. The chief of police and Town Manager will review all sick leave records periodically and shall investigate any cases, which indicate abuse of the privilege.

I. Donation of Time

Employees may donate accumulated vacation days or compensatory time on a voluntary basis, to any town employee in need of additional sick time due to a long term illness. Donated time shall be calculated as a day for a day and not be assigned according to monetary value.

ARTICLE -15- BEREAVEMENT LEAVE

A. Immediate Family

A full-time employee will be paid the amount they would have received had they worked as scheduled for up to five (5) consecutive days of absence on the occasion of the death in the immediate family of the employee. For the purpose of this section, immediate family is defined as: father, mother, father-in-law, mother-in-law, brother, sister, spouse, child, any person who has had parental responsibility for the employee in lieu of the natural parents, and those for whom the employee has had parental responsibility in lieu of natural parents. In the event of the death of an employee's spouse or child, an employee may use sick, vacation or comp leave in addition to regular bereavement leave.

B. Other Family

A full-time employee will be paid the amount they would have received had they worked as scheduled for one (1) day of absence on the occasion of the death of a family member other than those defined above as immediate family, to include cousin, aunt/uncle, niece/nephew, brother-in-law/sister-in-law.

ARTICLE -16- WITNESS/JURY DUTY

A. Witness/Juror

If a full-time employee is called to fulfill their civic responsibility as a witness or juror, they will be granted leave of absence for that period involved. The employer will pay the employee the difference between his/her witness pay, exclusive of travel, and his/her normal pay for a period not to exceed two (2) weeks all days not worked due to civic duty. No employee will be expected to work while on civic duty days.

Should an employee be subpoenaed as a witness resulting from activities affiliated with a job other than his/her employment with the Town of Machias, the employee will not be eligible for town pay during his/her absence.

B. Juror

As a full-time employee called to fulfill his/her civic responsibility as a juror, an employee will be granted leave of absence for that period involved. The employee will receive his/her normal pay for the first two (2) weeks of jury duty; exclusive of travel, and the employee's normal pay upon presentation of an official statement as to jury duty received. Employees excused from jury duty must report back to work during normal working hours.

ARTICLE -17- INSURANCES

A. Health Insurance

The employer agrees to provide health insurance to its employees and will pay the cost of the single employee coverage for Comp Plan-Point of Service Plan. Employees desiring regular Comp Plan coverage will pay the differential between the Comp Plan-Point of Service and regular Comp Plan rates. Employees may, at their expense, add dependent/family coverage. If the employee-is eligible for dependent/family coverage, the Employer agrees to pay an amount equal to the cost of single employee-coverage for the Comp Plan-Point of Service plan plus sixty (60%) percent of the cost of the difference between single employee and dependent/full family coverage for the Comp Plan- Point of Service plan. Those employees desiring to remain on the regular Comp Plan coverage will pay any cost in excess of those the Employer would pay if the Comp Plan-Point of Service plan had been selected. Employees will be eligible to receive

health insurance coverage after sixty (60) days of employment with the Employer, and coverage will cease thirty (30) days after the first of the month after employment ceases. The Town reserves the right to change the provided plan as necessary after a cost comparison and a discussion with the employees.

The employer will continue to offer one thousand five hundred dollars (\$1,500) annually as a stipend to eligible employees who do not participate in the Employer's health insurance program. Stipends are on an annual basis and do not become part of the employee's base wages. Stipends are subject to all applicable federal and state taxes. Employees who qualify for the stipend by dropping the employer's health insurance must provide written certification that they, and if applicable, their dependents have other comparable health insurance coverage. Stipends will not be implemented until verification of insurance is provided. The stipend will be prorated and paid on a weekly basis in the employee's-regular pay.

B. Worker 's Compensation Insurance

The Employer agrees to provide worker's compensation insurance for all employees, as is required by state statute. For purposes of worker's compensation claims, the employee must notify his supervisor within twenty-four (24) hours from the time of the original injury. Injury notification shall be followed by a written report within seventy-two (72) hours from the time of original injury if the employee is not incapacitated.

- C. The Employer agrees to contribute up to \$50.00 per pair for prescription safety glasses for employees required to wear them in the safe performance of their work. Stipends will not be implemented until verification of purchase is provided.

ARTICLE -18- PENSION PLAN

A. Plan Availability – Employer will only match one Option

- a Option 1 – The Employer agrees to participate in MainePERS Plan 2C, effective July 1, 2023 pending all necessary authorization at Town Meeting in June 2023.
- b Option 2 - The Employer shall offer the Deferred Compensation 457 Plan as provided by Mission Square formally known as International City Managers Association Retirement Corporation.

B. Plan Contribution – Mission Square 457B (Option 2)

The Employer agrees to match the employees' contribution to the Retirement Plan that has been accepted and approved by the Board of Selectmen, utilizing the following schedule: During the first five (5) years of employment, the Employer will match dollar for dollar up to a 6% maximum contribution; from six (6) to ten (10) years of employment, the Employer will match dollar for dollar up to 8% maximum contribution; from eleven (11) to fifteen (15) years of service, the Employer will match dollar for dollar up to 9% maximum contribution; and for sixteen (16) years of service and over, the Employer will match dollar for dollar up to 10% maximum contribution. The above percentages to be percentages of the Employee's gross pay. The Employer's contribution will become the employee's providing the employee completes one (1) years of continuous service with the Employer.

C. Benefit Utilization

Employees will be responsible to notify the Employer of their intention to access their benefits under the terms of this Article for the subsequent fiscal year no later than March first (1st) of the current fiscal year, or the employee shall forfeit their right to the Employer's Match Share of this benefit until the next fiscal year. Such as: if an employee fails to sign up by March 1, 2023 for the July 2023 to June 2024 fiscal year, said employee would not be eligible for the matching funds until the July 2024 to June 2025 fiscal year.

ARTICLE -19- CLOTHING ALLOWANCE

The employer agrees to provide one hundred (100%) percent of the cost of normal acquisition and replacement of all uniforms and equipment to each individual officer, which shall be issued through the Police Department as listed in the sections below:

A. Police Officers:

- * Footwear (up to \$250 per year)
- * Pants (3 pair)
- * Shirts, summer - w/patches, rank, etc. (3)
- * Shirts, winter - w/patches, rank, etc. (3)
- * Jacket, summer (1)
- * Jacket, winter (1)
- * Hat, summer (1)
- * Hat, winter (1)
- * Badges (2)
- * Black belt (1)* Gun Belt (1)

- * Gun (1)
- * Gun Holster (1)
- * Cuff Case (1)
- * Handcuffs (1 pair)
- * Nightstick holder (1)
- * Flashlight Holder (1)
- * Mace Holder
- * Service Ammo (All ammo for department training, and qualifying.)
- * Flashlight with Traffic cone in each municipal Vehicle
- * Rain pants and coat with hood
- * First Aid Kit in each vehicle and at each base
- * One portable radio for departmental use
- * 1 soft armor external uniform carrier
- * 1 bulletproof vest

It is expressly understood that all equipment and uniforms are property of the Employer and must be returned to the Police Department upon termination of employment. This excludes expendable items: batteries, ammo, mace...etc. The employee will be responsible for all replacement costs of items not returned. The employee and supervisor shall make a list of equipment and uniforms that the employee has, with its condition noted, and such list to be signed by both parties. Copies of this equipment inventory shall be given to the employee, the Police Chief, and the Town Manager.

The Employer and Chief of Police will determine when replacement of the equipment is necessary. The police chief will agree upon such replacement and will select the brand and type of clothing, boots, and equipment that is purchased so that it meets the needs of the employee and the police department. The employee will be responsible to return the discarded equipment to the Chief of Police upon the issuance of replacement equipment. The Chief of Police will be responsible to see that all required items, both personally issued and for general usage, are in place and properly maintained.

ARTICLE -20- TRAINNG

The Employer is committed to the maintenance of a well-trained and efficient staff. The Employer shall make opportunities for development available to employees within the framework of organizational needs and priorities. Employees, as a condition of employment, shall attend and participate in such training programs and courses as may be directed by the Chief of Police, the Town Manager, or the Board of Selectmen and for which the Employer assumes the cost. Prior to the training, the Chief of Police and Town Manager will determine the reasonable costs that will be paid by the Town, and he/she will provide written authorization to the union member employee delineating it. Note: It shall be the responsibility of the union member employee to seek and secure said written authorization.

ARTICLE -21- LEAVE OF ABSENCE

In the event of compelling personal reasons other than illness, the employee may be granted an unpaid leave of absence. The leave of absence must be requested in writing. The request must be made in advance and must be approved by the Chief of Police and the Town Manager. This unpaid leave may be granted for no more than six (6) weeks.

Note: Upon written request, and with the approval of the Police Chief, Town Manager and the Board of Selectmen, additional periods of unpaid leave may be granted.

While the union member employee is on leave of absence, sick leave and vacation leave will not accrue. Additionally, the union member employee shall not be eligible for holiday benefits.

Upon expiration of the approved leave of absence, the employee shall return to the position held at the time leave was granted. Failure on the part of the employee to report promptly upon the expiration of said leave shall be considered sufficient cause for discharge.

To maintain health insurance coverage during a leave of absence, the employee must pay the full premium. If the employee chooses to cancel the insurance policy while on leave of absence, it is understood that "evidence of insurability" may have to be filed (according to the insurance coverage) upon the employee's return to work.

The employer will conform to federal and state laws regarding military and reserve service leave.

The employer will permit union representative's time off without pay to attend necessary labor conventions provided replacements may be obtained without incurring overtime costs to the Employer. Such leaves will not be unreasonable denied.

ARTICLE -22- EXAMINATIONS

The employer at its expense may require physical or mental examinations, based off reasonable cause and shall be complied with by all employees. The employee shall authorize the release of the examination report to the Employer. This report shall be treated in a confidential manner. The Employer reserves the right to select its own physician. The Employee may, at his/her expense, be re-examined by a physician of the employee's choice. In the event of a disagreement between the doctor selected by the Employer and the doctor selected by the employee, the employer and the employee's doctor shall mutually select a third doctor within fourteen (14) days and his/her opinion shall be final. The employer and the union member Employee shall share the expense of the third doctor equally. The employer shall not use these examinations to harass the employee.

ARTICLE -23- LIE DETECTOR TESTS

The employer shall not require an employee to take a polygraph or any other form of lie detector test except as required by the Police Academy.

ARTICLE -24- DRUG AND ALCOHOL TESTING

The Union recognizes the legal obligation incumbent upon the employer to perform drug and alcohol testing of employees under State and Federal regulations. The employees agree to drug and alcohol testing pursuant to, and consistent with, the requirements of a formalized drug and alcohol-testing program to be adopted by the Employer.

ARTICLE-25-DISCIPLINE

A. Reason

The Employer shall not discipline any employee without just cause.

B. Model

The Employer hereby affirms that they will conform to the process commonly referred to as the "Progressive Disciplinary Model" when pursuing disciplinary action against any employee. It is hereby understood that the steps to be followed in administering discipline under this format are as follows:

- 1). oral reprimand
- 2). written reprimand
- 3). suspension (written notice provided)
- 4). discharge (written notice provided)

Should the Employer find it necessary to discipline an employee with an oral reprimand it shall be done in a manner as not to embarrass the employee in front of the public or other employees. The employee may request the Union Representative present at any level of discipline.

C. Exceptions

The Union hereby acknowledges that the employer may initiate discipline at any step along the "Progressive Disciplinary Model" progression if it is determined, by the Employer, that the nature of the action or inaction by the employee is of sufficient gravity to warrant the exclusion of any, or all, of steps #1, #2 and/or #3 of the progression.

D. Written Notice

Written notice of the reasons for reprimands, suspensions or discharges shall be stated in writing and given to the affected employee and the Union Representative on the effective date of the action.

E. Removal of Corrective Actions

Corrective actions will be removed on the following schedule:

- a Oral corrective actions will be removed after a period of twelve (12) months from the date the employee is given a copy of the action. on the effective date of the action

- b Written corrective actions will be removed eighteen (18) months from the date the employee is given a copy of the action.
- c Suspensions will be removed twenty-four (24) months from the date the employee is suspended from his/her duties.
- d Removal shall mean that the corrective action will not be used as part of progressive disciplinary action against an employee.

ARTICLE -26- GRIEVANCE PROCEDURE

A. Grievance - Defined

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

B. Grievance procedure

Any grievance arising between the employer and any employee represented by the Union shall be settled in the following manner:

Step One - Informal: The aggrieved employee, with or without union representative or alternate, shall take up the grievance with the first line supervisor within seven (7) working days after the occurrence of the grievance or after reasonable acknowledgement of such event (thirty [30] days if economic issues are involved).

Step Two - Formal: If the aggrieved employee or union representative or alternate and the supervisor have not resolved the grievance within seven (7) working days after said meeting (from Step One), then the union representative or alternate shall submit such grievance in writing to the Town Manager. The Town Manager shall render their decision on said grievance, in writing, within seven (7) working days.

Step Three - Appeal: In the event the decision of the Town Manager (as rendered pursuant to Step Two hereof) is unacceptable to the Union, the Union may, within seven (7) working days, present the grievance in writing to the Board of Selectmen. The Board of Selectmen shall, within ten (10) working days of such notice, hold a meeting with the Union. The Board of Select people shall then render a decision in writing within fourteen (14) days of the meeting with the Union.

Step Four - Arbitration: In the event the decision of the Select people (as rendered pursuant to Step Three hereof) is not acceptable to the Union, the Union may, within ten (10) working days, file a request with the Maine Board of Arbitration and Conciliation for arbitration of the grievance. The Employer and the Union may mutually agree upon a single arbitrator rather than an arbitrator selected by the NBAC.

The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue the decision within thirty (30) calendar days after conclusion of testimony and final argument. The parties agree that the arbitrator shall have no authority to add to, delete from or otherwise modify any terms and/or conditions contained in this Agreement. Expenses for the arbitrator's services and the proceedings shall be borne equally by the Employer 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 makes copies available without charge to the other party and to the arbitrator.

C. Examination of Records

The Union, or its authorized representative, shall have the right to examine time sheets and any other records pertaining to the computation of compensation of any individual or individuals whose pay is in dispute, or records pertaining to a specific grievance.

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

E. Employer Rights

Should the Employer feel aggrieved as the result of the interpretation or application of any provisions in this Agreement by the Union, the Employer may seek adjustments of said grievance in the foregoing manner, except that the procedure may be initiated at Step Three.

F. Employee Rights

The parties agree that, pursuant to State of Maine law, nothing in this grievance procedure shall prohibit an employee from pursuing a grievance with the Employer without Union representation.

G. Suspension/Discharge

The Union shall have the right to take up the suspension or discharge of an employee as a grievance at Step 3 of the grievance procedure.

ARTICLE -27- SENIORITY

A. Seniority List

A seniority list shall be established for the department naming all employees covered by this Agreement. The employees shall be listed in order of seniority (years of service) with the greatest seniority listed first. Seniority shall be based upon the employee's last date of permanent hire. Seniority, for the purposes of this Agreement,

shall be interpreted to mean length of continuous service only, and shall be a major factor in all matters affecting lay-off, recall, and vacation preference

B. Lay-Off

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 department with bumping rights; however, the Employer may refuse an employee

bumping privileges in cases in which employees do not have the requisite experience, training, or background necessary to fill a particular job function. The employer will make the determination regarding qualifications of an employee to perform the duties and responsibilities of a position.

All affected employees shall receive a two (2) calendar weeks' notice in advance of lay-off, and the employer shall meet with the affected employees prior to the actual occurrence of the lay-off.

C. Recall Rights

Employees shall be recalled from lay-off according to their seniority by department. Said recall rights shall extend for a period of eighteen (18) months from date of layoff.

D. Posting

The seniority list shall be brought up to date on January first (1st) of every year and posted immediately 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 Representatives. 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.

ARTICLE -28-SEPARATION OF EMPLOYMENT

Upon discharge, the employer shall pay all money due to the employee under the terms of this Agreement. Upon quitting, the employer shall pay all money due to the employee under the terms of this agreement on the first municipal pay day following such quitting, providing all issued equipment, and clothing has been returned. This clause does not pertain to uniforms.

In cases of voluntary separation, the employee shall provide the Chief of Police and the Town Manager with written notice of intent to terminate employment two (2) weeks prior to said termination.

ARTICLE -29- DEFECTIVE EQUIPMENT, SAFETY & SANITARY CONDITIONS

The employer shall furnish equipment and vehicles in a safe operating condition. The employee shall immediately, or at the end of the work shift, or as soon as possible report all defects of equipment. Such reports shall be made in writing.

Any and all accidents to personnel and/or equipment, must be reported immediately to the Chief of Police or supervisor, and a written report must be made by the employee.

ARTICLE -30- BULLETIN BOARDS

The employer agrees to provide space on existing bulletin boards. The Union shall limit its use of bulletin boards to official business, such as meeting notices and bulletins, and shall promptly remove any untimely notices.

ARTICLE -31- COMPLAINTS FROM THE PUBLIC

The appropriate department head will discuss any complaints made by the public with the affected employee at the appropriate time. The findings of the department head's investigation and recommendations for any appropriate action shall be given to the Town Manager and the employee.

All complaints investigated and resulting in possible disciplinary action must be taken in writing from the complainant.

ARTICLE -32- MILEAGE PAYMENT

When an employee is traveling, with prior written approval by the Town Manager, for meetings or training mandated by the Town, chief of police, or the select board members the employee shall be paid for their mileage at the rate set by the State of Maine. The employer will reimburse the employee for additional travel expenses only when those expenses are determined to be a necessity and not a convenience of travel. The employee is responsible to keep all receipts for tolls, parking, etc. and turn them in to the Chief of Police with their request for mileage payment. Such request will include the places of beginning and ending of travel with the odometer readings at those places at the time off travel. It is understood that travel will be in the most practical, direct way to the journey's destination. Mileage for these trips will be for the distance to and from the employee's home or place of employment, whichever is the shortest

ARTICLE -33- DURATION OF AGREEMENT

This Agreement shall be effective and in full force from January 1, 2023 until June 30, 2025, furthermore, it shall continue to remain in full force and effect while any successor agreement is being negotiated.

FOR THE EMPLOYER:

TOWN OF MACHIAS

By:

Jacob Patyn

Carole Porcher

Geslee H. Haynes

Paula Johnson-Belpe

Lauren Lopez

FOR THE UNION:

FRATERNAL ORDER OF POLICE

By:

[Signature]

TOWN OF MACHIAS & FRATERNAL ORDER OF POLICE
EXHIBIT A: WAGE SCALE

			COLA 8.7%	COLA
Steps	2021/2022	2022/2023	2023/2024	2024/2025
1	19.05	21.00	22.83	
2	19.35	21.67	23.56	
3	19.65	22.34	24.28	
4	19.95	23.01	25.01	
5	20.25	23.68	25.74	
6	20.55	24.35	26.47	
7	20.85	25.02	27.20	
8		25.69	27.93	
9		26.36	28.65	
10		27.00	29.35	

Any Police Officer ranked by the Board of Selectpeople as Lieutenant, Sergeant, Corporal shall earn an additional compensation of \$0.50/hour more than the above listed pay