

Agreement Between  
the  
Town of York  
and the  
Maine Association of Police  
for the  
York Police Benevolent Association

July 1, 2023 - June 30, 2026

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## **PREAMBLE**

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

In order to establish mutual rights, preserve proper employee morale, and to promote effective municipal operation, the Town of York, Maine, and the York Police Benevolent Association herein bind themselves in mutual agreement as follows:

## **ARTICLE 1 - RECOGNITION AND NONDISCRIMINATION**

The Town hereby recognizes that the Association is the sole and exclusive bargaining representative of all Patrol Officers and Sergeants in the York Police Department for the purposes of bargaining for hours of work, wages, working conditions, and all other terms and conditions of employment. The Police Chief, Deputy Chief, Lieutenants, Administrative Staff and Janitorial help are herewith excluded from this contract.

### **Section 1**

The exclusive bargaining rights set forth in the previous paragraph include, among other things, the responsibility of the Association to:

- a) Extend to all patrol officers of the department, whether they are members of the Association or not, the benefits of any contract arrived at through the process of collective bargaining.
- b) Practice non discrimination against non Association employees, and
- c) Process upon request of a non-Association employee any grievance presented by such non-Association employee upon payment of appropriate fee, but such employee may take up their own grievance with the Town provided the Association is notified and is allowed to be present to protect their rights under said contract.
- d) Practice no discrimination, interference, restraint coercion, nor fail to fulfill obligations as bargaining agent toward any supervisory employee, which it represents as a result of their enforcement of the provisions of this Agreement.

### **Section 2**

The Town and the Association agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, national origin, age (between the ages of 40 and 70), or condition of handicap, except where based on a bona fide occupational qualification, nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of race, color, religion, sex, national origin, age (between the ages of 40 and 70), or condition of handicap, except where based on a bona fide occupational qualification.

The use of male or female gender of nouns or pronouns is not intended to describe any specific employee or group of employees but is intended to refer to all employees in job classifications, regardless of sex.

## **ARTICLE 2 - DUES DEDUCTION AND MAINTENANCE OF MEMBERSHIP**

The Town shall deduct regular weekly dues upon receipt of signed authorization from members (a copy of which is to be retained by the Town) and a certified statement from the Treasurer of the local unit as to the amount for dues. All such forms shall be supplied by the Association and be satisfactory to the Town. The Town shall forward all such dues so collected to the Treasurer by the 10th of each month succeeding the month in which the deductions were made. The Association shall indemnify and save the Town harmless against all claims and suits that may arise by reason of any action taken in making deductions of said dues and remitting the same to the Association pursuant to this Article.

All present employees who authorize dues deduction to the Association shall, as a condition of employment, remain members of the Association in good standing during the life of this Agreement. All future employees shall have the option to join said Association after being employed for one (1) year.

On signifying their intent to become members of the Association, their membership must be maintained in good standing during the period of this contract.

Authorizations for such deductions shall be irrevocable for the period of this contract, shall be automatically renewed for such similar periods unless revoked by written notice to the Town and to the Association fifteen (15) days prior to the expiration of this Agreement or any extension thereof.

## **ARTICLE 3 - MANAGEMENT RIGHTS AND DEPARTMENTAL RULES**

The Town retains all rights and authority to manage and direct its employees, and department operations except as otherwise specifically provided in this Agreement. The Association acknowledges the right of the Town to make such rules and regulations governing the conduct of its employees as are not specifically inconsistent with the provisions of this Agreement.

## **ARTICLE 4 - PROBATION PERIOD AND ASSOCIATION LIST**

All new employees shall serve a probation period of one (1) year. The probation period shall begin on the day of graduation from the MCJA; or, upon waiver and certification by the MCJA; or, if Maine certified, one year from date of hire. Employees shall have no seniority rights during this period but shall be subject to all other clauses of this Agreement. All employees who have worked said probationary period shall be known as regular employees and effective as of the date of this contract, the probationary period shall be considered part of the seniority time, providing however, the Town shall have the right to terminate without compliance with the terms of this Agreement, the employment of such new employees during the probationary period.

Employees appointed to the position of Sergeant shall also serve a one year probationary period except that a Patrol Officer promoted from within shall not lose seniority rights and may be returned to their former position without hearing if found unsatisfactory.

### **ASSOCIATION LIST:**

The Association agrees to supply the Chief of Police and Town Manager with a list of Officers of the Association and the names of the Association stewards and the names of the grievance committee members. It shall be the duty of the Association to keep the list of names up to date.

## **ARTICLE 5 -WAGES** See APPENDIX A, attached.

## **ARTICLE 6 - HOURS AND OVERTIME**

The regular work week for employees covered by this Agreement shall be forty (40) hours composed of an average of forty (40) hours in a twenty-eight day cycle.

It is understood that the nature of the support services positions require a varied work schedule. Although the position's regular hours will often coincide with departmental shifts, the schedule may be varied as deemed necessary, according to the requirements of the position by the employees or as specified by the Police Chief.

All hours worked by regular employees over their regularly scheduled work week shall be paid at a monetary rate of one and one-half (1 1/2) times the base hourly rate of pay.

Pay for the purpose of this Article, "hours worked" shall mean only hours "actually worked", Vacation leave, and holiday base pay, bereavement leave and work related injury leave, and shall NOT INCLUDE:

Hours compensated for by sick leave;

Hours compensated for by reserve service leave;

Hours compensated for by call-back, court pay or special detail pay which are not actually worked;

Overtime shall be divided equally amongst all employees so far as possible, and an overtime roster shall be maintained by the Chief of the Department.

Preference will be given to the senior officer on a rotating basis, on the overtime list, if off-duty and available. Preference to fill shift vacancies will be given to regular Patrol Officers over Special Police, if off duty and available.

Call-Back Pay - Employees called back to work for hours which are not annexed consecutively to one end or the other of the work shift shall receive a minimum of three (3) hours pay at time and one-half (1 1/2) their base hourly rates of pay. This provision does not apply to scheduled overtime, holdover periods, or to outside special details.

Employees called in to work for hours which are not annexed consecutively to either end of the employee's work shift shall receive a minimum of four (4) hours pay at a time and one-half (1-1/2) their base hourly rate of pay. This provision also applies to town details. This provision does not apply to scheduled overtime or holdover periods.

Court Pay - Court Pay shall be at the minimum of three (3) hours pay at one and one-half (1 1/2) times the base hourly rate of pay for each Court appearance. Court shall be construed to mean State and Federal Court, quasi-judicial hearings, and administrative agency proceedings.

Court Pay shall be at the minimum of four (4) hours pay at one and one-half (1 1/2) times the base hourly rate of pay for each Court appearance. Court shall be construed to mean State and Federal Court, quasi-judicial hearings, and administrative agency proceedings.

Employees who are on-call to attend court shall be paid \$4 per hour.

On-Call Pay – Detectives who are on-call during weekday nights (Monday-Thursday), ~~they~~ will earn one (1) hour of Comp Time. Detectives who are on call during weekends (Friday evening-Monday morning) they shall earn a rate of \$4 per hour. On New Years Day, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving Day and Christmas Day, Detectives on call shall earn a rate of pay of ten dollars (\$10) per hour.

## **ARTICLE 7 -RIGHT TO SUBSTITUTE**

The right to substitute at any time shall be permitted provided that permission is obtained from the Police Chief in advance of the proposed substitution date with the following qualification or conditions:

1. The substitution (trade time) is done voluntarily by the employees involved.
2. The reason for trade time is for a personal need or desire, not at the request of the Town.
3. The Town must maintain a record of substitutions (trade time)
4. The period during which time is substituted (traded) and paid back does not exceed twelve months.

## **ARTICLE 8 - SENIORITY AND PERSONNEL REDUCTION**

Seniority shall be determined by length of continuous regular service from first date of hire. In case of lay-off or recall from lay-off, employees with the least seniority, by classification, shall be laid off first and recalled last. The Town agrees to furnish the Association with list of employees by seniority status within thirty (30) days after signing of this Agreement.

An employee shall not forfeit seniority during absence caused by illness or accident outside of the working hours. If an officer is laid off, they shall maintain seniority and recall rights for one (1) year from the date of layoff.

## **ARTICLE 9 - VACATIONS**

During the first year of employment, regular employees shall accrue paid vacation time at the rate of one-half working day's vacation leave for each month of service. For purposes of this section 1 day shall equal 8 hours.

Regular employees who shall have completed one (1) continuous year of service shall accrue paid vacation leave at the rate of one (1) working day's vacation leave for each month of service.

Regular employees who shall have completed three (3) continuous years of service shall accrue paid vacation leave at the rate of one and one-quarter (1 1/4) working day's vacation leave for each month of service.

Regular employees who shall have completed five (5) continuous years of service shall accrue paid vacation leave at the rate of one and one-half (1 1/2) working day's vacation leave for each month of service.

Regular employees who shall have completed ten (10) continuous years of service shall accrue paid vacation leave at the rate of two (2) working day's vacation leave for each month of service.

Vacation shall be scheduled by the Police Chief. Vacation carryover from one year to the next shall be allowed but no more than 240 hours of vacation time can be carried over from one year to the next succeeding year. One Patrol Officer and one Patrol Sergeant shall be allowed to take vacation from July 1st through Labor Day of any year. Additional unit members may be granted vacation time during this period at the sole discretion of the Police Chief without creating a past practice. All outstanding vacation leave shall be paid to the employee upon separation from service. Payment shall be made at the employee's regular rate of pay as of the date of separation.

Due to the Coronavirus outbreak in 2020, Officers will be allowed to carry over up to 40 hours of vacation time above the cap of 240 from 2020 to 2021. Any hours over 240 must be used by December 31<sup>st</sup>, 2021.

## **ARTICLE 10 - HOLIDAYS**

The following holidays shall be paid holidays for all employees covered by this Agreement:

New Year's Day	Memorial Day	Labor Day
Washington's Birthday	Veteran's Day	Christmas Day
Martin Luther King Day	Independence Day Juneteenth	Indigenous Peoples' Day
Patriot's Day	Thanksgiving Day	Floating Holiday

Employees shall receive one (1) day's pay for each of the holidays listed above on which they perform no work. For purposes of this section 1 day shall equal 8 hours. Employees required to work on the above-listed holidays shall receive a compensating day off, with pay, in lieu of the holiday to be scheduled by the Police Chief at a time mutually agreeable to the Police Chief and the individual employee.

Employees who are required to work on the following holidays shall receive one and one- half times their normal rate of pay for the actual hours worked: Christmas Day, Thanksgiving Day, New Years Day, Independence Day and Labor Day. Veterans' Day will be added effective July 1, 2024.

Employees who are required to work over-time on the following holidays shall receive one and one-half times their normal over-time rate of pay for the actual hours worked: Christmas and Thanksgiving.

Commencing July 1, 2024: Employees required to work on Christmas Day and Thanksgiving Day shall receive two (2) times their normal rate of pay. Employees working overtime on Christmas Day and Thanksgiving Day shall receive three (3) times their normal rate of pay.

All other work performed on holidays shall be paid at a straight time rate of pay. If a holiday falls on an employee's normal day off, a compensatory day, with pay, shall be arranged in accordance with the procedure prescribed above for a working holiday. Compensatory days must be used within the calendar year in which the holiday falls. In no case will carryover of compensatory days be permitted from one calendar year to another.

At the end of each fiscal year (June), officers who have accrued compensatory time that they wish to cash out may do so upon request to the Chief, and the Chief will grant the request provided that the officer concludes in their discretion that they have excess funds in the budget to pay for the same.

## **ARTICLE 11 - SICK LEAVE**

Employees covered by this Agreement shall accrue one (1) day of sick leave per month of service. For purposes of this section 1 day shall equal 8 hours.

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

January 1<sup>st</sup> - June 30<sup>th</sup> - 1 Day July 1<sup>st</sup> - December 31<sup>st</sup> - 1 Day

Employees must maintain a balance of 45 days (360 hours) of sick leave to qualify for personal days. A personal day is granted according to the number of hours assigned on the specific day the personal day will be taken. Personal days must be used within the following six (6) months of being earned and

they do not have any cash value.

Sick leave may be used for personal illness or physical incapacity of such a degree as to render the employee unable to perform the duties of their position. The Town reserves the right to have a doctor of the Town's choice examine employees on sick leave and pass judgment upon the propriety of sick leave usage. Upon the death of a unit member, one hundred percent (100%) of accumulated sick leave will be paid to the widow or widower, if any, or if none, then to the guardian of the minor children, or to any other designated beneficiary

The following chart reflects the years of service and pay upon separation:

Years of Service	Sick Accumulation	Paid upon separation
0 – 5 years of service	125 days (1,000 hours)	None
5 – 10 years of service	125 days (1,000 hours)	25%
10 – 20 years of service	130 days (1,040 hours)	50% max to 45 days (360 hrs)
20 years plus	180 days (1440 hours)	50% max to 65 days (520 hrs)

Upon separation from the York Police Department, an employee who has met the service and age standards for retirement under the York Police Department plan with the Maine Public Employees Retirement System (MainePERS) (whether or not the employee is a participant in the MainePERS) shall receive a payment equivalent to sixty percent (60%) of the cash value of his/her accumulated sick leave. For such a qualifying employee there shall be no cap upon the amount of sick leave that they can accrue.

### **ARTICLE 12 - BEREAVEMENT LEAVE**

Any employee shall be excused from work for up to four (4) days because of death in their immediate family, as defined below, and shall be paid their regular rate of pay for the regularly scheduled work hours missed. In cases of necessity, additional time may be allowed at the discretion of the Chief. Not more than one full days pay, for additional time granted by the Chief, shall be paid under this Article. It is intended that this time off be used for the purpose of handling necessary arrangements and attendance at the funeral.

Immediate family is defined hereby, as spouse, children, mother, father, grandmother, grandfather, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandchildren, step-father, step-mother, step-children, or other relative living in the household of the employee.

### **ARTICLE 13 – FAMILY MEDICAL LEAVE**

A leave shall be granted to an employee for a period not to exceed twelve (12) weeks for the following:

1. The birth of an employee's child;
2. The placement of a child with the employee for adoption or foster care;
3. For a serious health condition that makes the employee unable to perform their function;
4. To allow the employee to care for the employee's spouse, child or parent who has a serious health condition.

The definition of the 12-month period during which an employee may take leave is on the rolling

method that is from the start of leave and expires in twelve (12) months.

The employee must give the Town thirty (30) days written notice of the intention to request a leave under this section whenever practical. The Town may require a doctor's notice for

condition 1., 3., & 4. The employee will provide a medical certificate when FMLA leave is for their own serious health condition.

Under this section the employee may use accumulated sick and vacation leave until it is exhausted. Benefits will continue to accrue and the Town will continue to pay its share of all benefits for a period of eight (8) weeks. Leaves lasting more than eight (8) weeks will require the employee to reimburse the Town for the insurance costs for the remainder of the time. Vacation and sick leave will not accrue during time beyond eight (8) weeks. Upon return an employee shall be reinstated to the previously held position and shall retain the same status, rights and benefits.

#### **ARTICLE 14 - ON THE JOB INJURIES & LAW OFFICER LIABILITY INSURANCE**

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 officer 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.

#### **POLICE LIABILITY INSURANCE**

The Town of York will provide \$1,000,000 per occurrence combined (\$400,000 pursuant to the provisions of the Maine Tort Claims Act 14 M.R.S.A. 8101, et seq) single limit of liability for police liability coverage for Police Officers. Total limit of liability for any one occurrence is \$1,000.000 (one million dollars).

#### **ARTICLE 15 - GROUP HOSPITAL, SURGICAL & MAJOR MEDICAL INSURANCE**

- A. The Town shall provide through the Maine Municipal Employees Health Trust (MMEHT) its point of service health care program. The Town will provide up to full family subscriber coverage. Employees may choose either the point of service (POS) C plan or point of service 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<sup>st</sup>, 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 POS 200 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 adopt 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. Effective January 1<sup>st</sup>, 2018, the Town will contribute \$750 annually to the section 125 plan.
- D. Payment in lieu: For employees hired prior to July 1, 2014 who obtain coverage from a source

(spouse/parent/retiree benefit) outside of the Town as of ~~January 1<sup>st</sup>, 2019~~, will receive 50% of the employer premium less life insurance. In the event they re-enroll in Town coverage and choose to opt out again at a later date they would receive 25% of the employer premium less life insurance. Employees hired on July 1, 2014 or after will receive 25% of the employer premium, less life insurance, 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. Employees who currently obtain coverage through their spouse who is also in the employ of the Town will continue to receive the benefit they have in past practice. The Town reserves the right to manage the configuration of coverage in a manner most cost effective to the Town. (For example, two individual-only plans may be better than the employee-spouse option.)

Retirement Health Savings Plan - The Town will give employees the opportunity to participate in a Retirement Health Savings Plan.

## **ARTICLE 16 - RETIREMENT**

Effective July 1, 2000 the Town adopted the provisions of the Maine State Retirement System Special Plan 2C allowing police officers to retire after twenty-five (25) years of service as a police officer on a one-half (1/2) service retirement allowance.

Effective January 1<sup>st</sup>, 2018 the Town shall adopt the provision of the Maine State Retirement System Special Plan 3C allowing police officers to retire after twenty-five (25) years of service as a police officer on two-thirds (2/3) service retirement allowance.

The Town agrees to provide employees that choose not to join the MainePERS, the opportunity to join a deferred compensation program equivalent to the program offered by the International City Management Association.

Employees choosing this option will be entitled to a Town contribution of 7.5% of gross salary excluding payments for outside duty.

## **ARTICLE 16A—RETIREE HEALTH CARE**

Upon retirement an employee who has met the equivalent of the Maine State Retirement requirement of at least 25 years of service, may receive 1 year of the town sponsored health insurance at the single plan rate for every 5 years worked up to 5 years. To be eligible employees must have at least 15 years of service with the Town of York and must give at least a one year's notice on their intent to retire. Employees can choose to keep their current health plan but will be responsible for the difference in premium from the town covered single rate.

## **ARTICLE 17 - CLOTHING ALLOWANCE**

The Town agrees to pay 100 percent (100%) of uniforms and accouterments for a new officer during the first year on an “as needed” basis. After the first year of employment, the Town agrees to provide a clothing allowance of twelve hundred dollars (\$1200.00) per year per officer for the acquisition and replacement of uniform and accouterments.

Effective July 1<sup>st</sup>, 2023 employees will be paid an amount of six hundred dollars (\$600), minus applicable employment taxes, two times a year, once in June and once in December, for the purpose of acquisition and replacement of uniforms and accouterments. Any officer wearing a uniform or equipment that is not acceptable will be required to replace it regardless of whether or not they have spent all of their clothing allowance in a given year. Advances will not be permitted.

The Town further agrees to repair or replace two (2) items of personal property if damaged in the line of duty - i.e., eyeglasses, and dentures. The Town will repair or replace other personal property items, damaged in the line of duty, with a maximum limitation of fifty dollars (\$50) per item. The Town will require proof that the personal property (including eyeglasses and dentures) was damaged in the line of duty.

#### **ARTICLE 18- ASSOCIATION BULLETIN BOARD**

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

#### **ARTICLE 19 - ASSOCIATION ACTIVITIES ON TOWN PREMISES**

The Town agrees that during work hours on the Town's premises and without loss of pay, providing it does not impair any hardship on the employer and is done within a period of time that will not infringe upon the employee's duties and responsibilities to the Town, Association Officers shall be allowed to:

1. Post notices.
2. Distribute Association literature.
3. Transmit communications, authorized by the Association or its President, to the Town.
4. Consult with the employer, their representative, local Association officers concerning the enforcement of and provisions of this Agreement.
5. Investigate grievances subject to the limitations set forth in Article 25, Section III.
6. Attend negotiating meetings.

#### **ARTICLE 20 - VISITS BY ASSOCIATION REPRESENTATIVES**

The Town agrees that accredited representatives of the York Police Benevolent Association shall have access to the premises of the Town during working hours to conduct legal Association business upon authorization of the Chief, subject to notifying the Town Manager in advance of the visit.

#### **ARTICLE 21 - RESIDENCE REQUIREMENT**

All members of the Police Department must reside within an area to be able to respond to emergency conditions within fifty (50) road miles of the Police Station and. an extension may be granted at the sole discretion of the Chief of Police. Any police officer that has not established a residence as stated above prior to the end of their probationary employment shall be rejected as a permanent member of their department and shall subsequently be dismissed.

#### **ARTICLE 22 - OUTSIDE EMPLOYMENT**

Any officer shall have the right to obtain outside employment, which will not hinder the impartial performance of their public duties or impair efficiency to the public. Any officer obtaining outside employment shall notify the Chief of Police.

#### **ARTICLE 23 - APPOINTMENTS**

All appointments and promotions to the Police Department shall be for one (1) year and shall be known as "Probationary Appointments" subject to Article 4 hereof. After the "probationary period" has expired, Patrol Officers and Sergeants shall be removed from their positions only for "just cause".

#### **ARTICLE 24 - COMPLAINTS AGAINST AN OFFICER**

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

1. The complainant shall, within five (5) days of the incident, contact the Chief of Police or their designee who will attempt to resolve the problem informally.
2. If the complaint cannot be resolved at the informal level step (1) then the complainant shall within five (5) days reduce the complaint to writing and define the specifics of the complaint, and provide reasonable substantiating evidence, including the names of witnesses.
3. A copy of the complaint and any substantiating evidence will be promptly supplied to the officer complained against and to the Chief of Police. The Police Chief or their designee will investigate the complaint.
4. The Chief will, after steps (1), (2) and (3) have been completed, review the complaint, conduct a meeting with the officer complained against and with the complainant, consider all the facts and make judgment on the complaint. The complainant and officer will be notified in writing concerning how the complaint will be acted upon and in what manner, or that the complaint has been withdrawn, or any other disposition of the complaint. Step (4) shall be completed in ten (10) days.
5. If the complainant or officer are not satisfied with the decision of the Chief after step (4) has been completed, then either party may request an informal hearing before the Town Manager by submitting a written request no later than ten (10) working days after the receipt of the Chief's decision at step (4). The parties will have an additional ten (10) working days to provide substantiating evidence to the Town Manager. Such evidence shall be made available to the Town, the officer and the complainant prior to the hearing before the Town Manager.
6. The Town Manager shall conduct a hearing on the complaint no later than ten (10) days after receiving the written request as provided in step (5). The Town Manager will issue a determination with regard to the complaint in writing within ten (10) 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.
9. The application of this article shall be subject to the conditions of Article 25, Settlement of Disputes, which may be initiated at Step 1 (c).

## **ARTICLE 25 - WORK RULES AND DISCIPLINE**

Employees are required to abide by the terms of this Agreement and to comply with reasonable rules and regulations. Should there be any doubt as to the employee's obligations, they shall comply with the rules and then grieve if they feel that they has been wronged. All suspensions and discharges shall be stated, in writing, and shall be forwarded to the affected employees and the Association Steward within five (5) days of the date action was taken.

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

If there is another sustained infraction within the twenty-four (24) month period, then the disciplinary record shall remain in the file for an additional twenty -four (24)months.

All serious offenses (suspension but less than dismissal) shall be purged from the file if no recurrence of discipline action is received by an employee within a sixty (60) month period SUBSEQUENT to the serious offense.

For offenses for which a suspension is more than forty (40) hours, the infraction shall remain stay in the file for eighty-four (84) months. Any final discipline for the following offenses, shall be a permanent part of the employee's file:

1. Use of Excessive Force;
2. Suspension for a Violation of Harassment and/or Discrimination Policies, Ordinances, or Statutes;
3. Any Conviction of a Class D Crime or Higher; and
4. A Sustained Charge of Sexual Abuse or Domestic Violence.

The removal of disciplinary action from the personnel file shall be made per the written request of the employee.

It is agreed that any employee may be suspended without pay if said employee's right to operate a motor vehicle in the State of Maine is suspended or revoked, and shall receive no seniority time during such suspension. For the purpose of this article restoration to service shall depend upon maintaining or obtaining the right to operate a motor vehicle in the State of Maine. Disciplinary action or measure shall include the following:

Oral Reprimand Written Reprimand Suspension Discharge

(The measures need not be applied in sequence depending on the infraction)

Except in cases of emergency or a preliminary meeting with the Police Chief, any disciplinary action by the Town against any member of the York Police Department covered by this Agreement, upon any charge of violations of department rules, inefficiency, incompetence, misconduct, negligence, insubordination, disloyalty, or other charges, shall be heard at a meeting between the charging party, the charge party, and their Association representative, in an attempt to amicably settle the charge.

## **ARTICLE 26 - SETTLEMENT OF DISPUTES**

### **SECTION 1: Grievance and Arbitration Procedure:**

Any dispute, which arises between the parties concerning the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

- a) All grievances shall be commenced not later than ten (10) working days after the occurrence of the event giving rise to the grievance, or within ten (10) working days after the time such event became known to the Union or to the employee or employees concerned, whichever shall be later.
- b) The Association, through an authorized representative, shall take up the grievance with the Chief of Police. Each grievance must be submitted in writing and must contain a statement of fact surrounding the grievance, the provision of this agreement allegedly violated and the relief sought.
- c) If the Association and Chief of Police have not resolved the grievance within ten (10) working days, and the Association shall submit the details of such grievance in writing to the Town Manager. Within ten (10) working days thereafter, the Town Manager shall meet with the representatives of the Association for the purpose of adjusting or resolving such grievance. The Town Manager shall render their written decision within ten (10) working days after said

meeting.

- d) If the Association and the Town Manager have not resolved the grievance within ten (10) working days, and the Association wishes to continue the grievance process, the Association shall submit the details of such grievance in writing to the Board of Selectmen. Within ten (10) working days thereafter, the Selectmen shall meet with the representatives of the Association for the purpose of adjusting or resolving such grievance. The Selectmen shall render their written decision within five (5) working days after said meeting.
- e) The Association may waive this step in the Grievance & Arbitration process by so notifying the Town Manager within ten (10) working days of having received his/her decision under Section b.
- f) In the event that the decision of the Town Manager or Selectmen rendered pursuant to (c) or (d) above is not acceptable to the Association, it may within ten (10) working days thereafter request that the matter be submitted to arbitration by notifying the Town in writing. The arbitration proceedings shall be conducted by an arbitrator to be selected by the Town and Association within ten (10) working days after notice has been given. If the
- g) parties fail to select an arbitrator, either may request the American Arbitration Association to provide an arbitrator in accordance with the American Arbitration rules. The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue their decision within thirty (30) working days after the conclusion of the testimony and argument. Expenses for the arbitrator's services and the proceedings shall be borne equally by the Town and the Association. 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 such 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.
- h) The time limits for the processing of grievances may be extended by written consent of the parties.
- i) At step (b) of the grievance procedure, the Police Chief may act through their authorized representative.
- j) Nothing in this Article shall diminish the right of any employee covered hereunder to present their own grievance as set forth in Title 26, MRSA.

## **Section II - Grievance Committee**

Employees selected by the Association to act as Association representatives shall be known as representatives. The names of the employees selected as representatives and the names of other Association representatives who may represent employees, shall be certified in writing to the employer by the local Association and the individuals so certified shall constitute the Association Grievance Committee. The purpose of the grievance committee will be to adjust pending grievances and to discuss procedures for avoiding future grievances. In addition, the committee may discuss with the employer other issues, which would improve the relationship between the parties.

## **Section III - Processing Grievance During Working Hours**

The Chief Representative may investigate and process grievances during working hours without loss of pay, but in no case shall such time off exceed a total of two (2) hours per week for investigation except with the permission of the Police Chief.

## **ARTICLE 27- STRIKES AND SLOWDOWNS PROHIBITED**

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

## **ARTICLE 28 - SAVING CLAUSE**

If any provision of this Agreement shall be contrary to any laws or a Town ordinance, such invalidity shall not affect the validity of the remaining provisions.

## **ARTICLE 29 - POLICE PROFESSIONAL PLAN**

The Police Professional Plan recognizes that Police Officers today face many challenges and to meet these challenges they must be well educated, properly trained and physically fit. The Police Professional Plan is designed to reward Officers who meet or exceed certain standards.

The Professional Plan is divided into three sections, Emergency Medical Technician (EMT)/Tactical Medicine Certification, Physical Agility and Education/Training. Police Officers may qualify for the incentive in one section but not in another.

### **Emergency Medical Technician/Tactical Medicine Certification –**

Employees will be required to complete a Tactical Medicine Certification that will be determined by Administration. Employees will also be required to remain trained and proficient in CPR, First Aid, AED, and NARCAN. Non-EMT's will receive \$1.05 for the Tactical Medicine Certification. New employees who wish to obtain their EMT Certification will be responsible for that on their own time. Current EMT's can maintain their certifications with administrative approval. Employees who maintain their EMT will receive \$1.15.

### **Physical Agility –** All new hires shall pass a physical agility test prior to commencement of employment.

To qualify for the physical agility section of the Professional 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. The testing process shall be rated and scored by gender and age as prescribed by the Academy. All employees hired after 4/1/00 shall be required to comply with this standard as a condition of employment. Employees may not smoke or otherwise use tobacco products as of this contract. 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 20 hours of compensatory time.

Employees who pass the physical agility test (PAT) will receive 30 hours of compensatory time for both spring and fall tests. Employees who are unable to participate in the mandatory spring assessment due to physical incapacity will be required to take the PAT within 90 days of their return to work date. Employees who do not successfully complete the PAT will lose the PAT stipend and will be required to pass the PAT within 90 days of the unsuccessful test.

Employees will be provided an alternative option to satisfy the physical agility requirement. Employees who choose the alternative option will be required to complete either an average of 4 days a week of at least 30 minutes of steady state cardio (walking, running, swimming, biking, hiking, rowing, elliptical, and stairstepper-other forms of cardio can be accepted upon command approval) or

an average of 3 day per week of at least 15 minutes of high intensity interval training or strength training. Employees will record their activity from January 1st- June 30th and report that to administration for approval. Administration has the right to require an employee to complete the traditional physical agility test with at least a 90-day notice. Employees who request a medical exemption must supply medical documentation from their doctor. Employees can use the same alternative for July 1- December 31 to replace the optional fall physical agility test.

**Training** - To qualify for the Education/Training section of the Professional Plan, employees must successfully complete forty hours annually of training. All training must be approved by the Chief of Police.

Department administration agrees to provide as much advanced notice of required trainings as possible. Whenever possible administration will provide notice of at least seven (7) calendar days for all trainings that are compulsory, recommended or encouraged.

Should administration be unable to provide the recommended seven day notice the employee is not absolved of their obligation to attend compulsory and/or required trainings.

**Education** - To qualify for the Education/Training section of the Professional Plan, employees must have earned at least an associates degree with the following exception: Employees with at least two years active military service or thirty college credits towards an associate degree shall be eligible for the educational incentive at the associates level depending on years of service.

All special pay that was formally included in this section is now incorporated in the employee's hourly rate of pay as shown in Appendix A and as described in this contract under **ARTICLE 34** Specialty Pay.

#### **Promotions:**

The process for promotion of Detective Sergeant, and Patrol Sergeant will be as follows:

- Departmental notice will be posted for the open position with a job description and a closing date for acceptance of applications.
- A letter of intent and resume will be submitted to the command staff for review
- Written examination will be given to candidates
- Candidates will participate in an oral board comprised on law enforcement officials and citizen representation.
- Candidates who are moved forward will be given an interview with the York Police Department Command Staff.
- Applicants scores will be tallied and a candidate will be chosen by the Chief for the position.
- Candidates will be notified of the outcome and an appointment letter notification will be made public.

For any assignment that will result in an officer receiving a certification or a designation as an instructor or specialized position will be afforded the opportunity to submit a letter of interest prior to selection.

#### **ARTICLE 30- SCHEDULE**

The Chief of Police has the authority to change the schedule to promote the effective and efficient use of Town Resources. Prior to instituting any schedule change, the Chief shall meet with Employee

representatives to receive input on any proposed change. Prior to any change in schedule employees will be given at least sixty days notice. The Town agrees to discuss suggested schedule changes within a Labor-Management Committee.

### **ARTICLE 31 – EDUCATIONAL REIMBURSEMENT**

The Town will annually reimburse an employee up to \$600.00 for the cost of tuition for a job- related college course or to pay towards a certified college student loan in a job related field. Any payment made by the Town towards a student loan must be in addition to and not in lieu of the regular payment made by the employee. Payments for student loans will only be recognized with proper documentation as of 7/1/04. In order to receive reimbursement, the employee must have attained a grade of "C" or better. The Town may reimburse an employee for a second college course if there are sufficient funds available.

Effective July 1<sup>st</sup>, 2018 the town will reimburse an employee up to \$840.00 annually for the cost of tuition.

### **ARTICLE 32 - LATERAL ENTRY**

Newly hired police officers who possess Maine Criminal Justice Academy certification or equivalent certification and other subsequent law enforcement experience may be placed on a pay level equivalent to years of relevant experience 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 and vacation only and shall not be construed as to affect their level of seniority. After such initial placement, the individual shall progress on the salary and vacation schedule in accordance with their terms.

### **ARTICLE 33 – JOB SHARING**

At the request of the Union the Town will work with the Union to explore the possibility of creating a job sharing arrangement among employees. Implementation of the arrangement will require the mutual agreement of the Town and the Union.

### **ARTICLE 34 SPECIALTY PAY**

The Detective, Fleet Manager and School Resource Officers shall receive the following specialty pay.

Effective 7/1/14 - \$.95 per hour (Fleet Manager, School Resource Officer)

**Effective 7/1/2020- \$1.25 (Detectives)**

### **ARTICLE 35- TERMS OF AGREEMENT**

This Agreement shall continue until June 30, 2026. If not successor agreement is reached by that date, the terms of this Agreement shall continue in place until a successor agreement has been reached by the parties. Either party shall give the other party written notice of its desire to negotiate a new agreement at least one hundred and twenty (120) days prior to June 30, 2026. **IN WITNESS**

**WHEREOF**, the Town has caused this Agreement to be executed and its corporate seal to be affixed by the Board of Selectmen, thereunto duly authorized, as of the day and year first above written, and the Association has caused this instrument to be signed by its President, thereunto duly authorized as of the day and year first above written.

**TOWN OF YORK**

Witness:

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Chairman, Selectboard

Date: \_\_\_\_\_, 2023

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Selectboard

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Selectboard

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Selectboard

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Selectboard

**YORK POLICE BENEVOLENT ASSOCIATION**

Witness:

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President

Date: \_\_\_\_\_, 2023

## **Appendix A - Wages**

### **Wages (July 1, 2023 – June 30, 2026)**

Cost of living:

1. Effective the first Monday in July 2023: +\$0.95 hour pay scale adjustment with a 4% COLA
2. Effective the first Monday in July 2024: 2% increase to the pay scale with a cost of living adjustment that will be equal to the CPI-W over the 12-month period ending in November 2023 at a rate not less than 2% and not more than 4%.
3. Effective the first Monday in July 2025: 3% increase to the pay scale with a cost of living adjustment that will be equal to the CPI-W over the 12-month period ending in November 2024 at a rate not less than 2% and not more than 4%.

### **NIGHT SHIFT DIFFERENTIAL**

Police Patrol Officers who work the night shift hours shall be paid a shift differential of \$.90 per hour between the hours of 1600 and 2300 hours. Commencing July 1, 2024, the shift differential shall increase to \$1.30 per hour.

Police officers who work midnight shift hours shall be paid \$1.20 per hour between the hours of 2300 and 0600 hours. Commencing July 1, 2024, the shift differential shall increase to \$1.60/hour.

Patrol sergeants who work the night shift shall be paid a shift differential of \$1.60 per hour for the hours between 1730 hrs and 0730 hrs.

Note: Employees may opt to receive up to 96 hours of pay for earned time in December of each year (holidays, vacation days and compensatory days).

### **WEEKEND SHIFT DIFFERENTIAL**

Effective July 1, 2018 Patrol Officers working between the hours of 0600 and 1600 on Saturday and Sunday will receive a \$.25/hour weekend differential. Sergeants working between the hours of 0730 and 1730 on Saturday and Sunday will receive \$.25/hour weekend differential.

**York Police Department Pay Scale (\$0.95 added to base, plus 4% COLA)**

**July 1, 2023 - June 30, 2024**

**Patrol Officers**

Grade	Years	Current
P-1	Start	\$29.87
P-2	Start year 2	\$31.35
P-3	Start year 4	\$32.59
P-4	Start year 6	\$34.08
P-5	Start year 8	\$35.67
P-6	Start year 12	\$36.59
P-7	Start year 16	\$37.53
* P-8	Start year 20	\$38.54
** P-9	Start year 25	\$39.58

**Sergeants**

Grade	Years	Amount
S-1	Start	\$42.01
S-2	Start year 2	\$42.97
S-3	Start year 5	\$43.94
S-4	Start year 10	\$44.91
S-5	Start year 15+	\$45.94

Note: Cost of living will be applied to base pay only.

<b>Additional hourly pays:</b>	EMT	\$1.15
	Tactical Medical	\$1.05
	Physical Agility	\$0.80
	Assoc. degree	\$0.75

Bachelors degree	\$0.85
Masters degree	\$0.95
Benefits Adjustment	\$0.25
<b>Specialty hourly pays:</b>	
Detective(s)	\$1.25
Fleet Manager	\$0.95
Resource Officers	\$0.95
<b>Shift Differential</b>	
<b>Patrol Officers</b>	
1600 - 2300	\$0.90
2300 - 0600	\$1.20
<b>Sergeants</b>	
1700 - 0730	\$1.20
<b>Weekend Differential</b>	
<b>Patrol Officers</b>	
0600 - 1600	\$0.25
<b>Sergeants</b>	
0730 - 1730	\$0.25

**York Police Department Pay Scale 2% Raise, plus 2-4% COLA, based on**

**CPI-W)**

**July 1, 2024 - June 30, 2025**

Grade	Years	Current
P-1	Start	TBD
P-2	Start year 2	TBD
P-3	Start year 4	TBD
P-4	Start year 6	TBD
P-5	Start year 8	TBD
P-6	Start year 12	TBD
P-7	Start year 16	TBD
* P-8	Start year 20	TBD
** P-9	Start year 25	TBD

**Sergeants**

Grade	Years	Amount
S-1	Start	TBD
S-2	Start year 2	TBD
S-3	Start year 5	TBD
S-4	Start year 10	TBD
S-5	Start year 15+	TBD

Note: Cost of living will be applied to base pay only.

<b>Additional hourly pays:</b>	EMT	\$1.15
	Tactical Medical	\$1.05
	Physical Agility	\$0.80
	Assoc. degree	\$1.00

Bachelors degree	\$1.10
Masters degree	\$1.20
PhD	\$1.30
Benefits Adjustment	\$0.25
<b>Military Service:<sup>1</sup></b>	
2 years	\$1.00
4 years	\$1.10
6 years	\$1.20
10+ years	\$1.30
Detective(s)	\$1.25

**Specialty hourly pays:**

Fleet Manager	\$0.95
Resource Officers	\$0.95

<b>Shift Differential</b>	<b>Patrol Officers</b>	
	1600 - 2300	\$1.30
	2300 - 0600	\$1.60
	<b>Sergeants</b>	
	1700 - 0730	\$1.60

<b>Weekend Differential</b>	<b>Patrol Officers</b>	
	0600 - 1600	\$0.25
	<b>Sergeants</b>	
	0730 - 1730	\$0.25

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<sup>1</sup> Employees are eligible for either the Education Stipend or the Military Stipend, but not both.

**York Police Department Pay Scale (3% Raise, plus 2-4% COLA, based  
on CPI-W)**

**July 1, 2025 - June 30, 2026**

Grade	Years	Amount
P-1	Start	\$TBD
P-2	Start year 2	\$TBD
P-3	Start year 4	\$TBD
P-4	Start year 6	\$TBD
P-5	Start year 8	\$TBD
P-6	Start year 12	\$TBD
P-7	Start year 16	\$TBD
* P-8	Start year 20	\$TBD
** P-9	Start year 25	\$TBD

**Sergeants**

Grade	Years	Amount
S-1	Start	\$TBD
S-2	Start year 2	\$TBD
S-3	Start year 5	\$TBD
S-4	Start year 10	\$TBD
S-5	Start year 15+	\$TBD

\*Reflects only 2% raise

Note: Cost of living will be applied to base pay only.

<b>Additional hourly pays:</b>	EMT	\$1.15
	Tactical Medical	\$1.05
	Physical Agility	\$0.80
	Assoc. degree	\$1.00

	Bachelor's degree	\$1.10
	Master's degree	\$1.20
	PhD	\$1.30
	Benefits Adjustment	\$0.25
<b>Military Service:<sup>2</sup></b>		
	2 years	\$1.00
	4 years	\$1.10
	6 years	\$1.20
	10+ years	\$1.30
<b>Specialty hourly pays:</b>		
	Detective(s)	\$1.25
	Fleet Manager	\$0.95
	Resource Officers	\$0.95
<b>Shift Differential</b>	<b>Patrol Officers</b>	
	1600 - 2300	\$1.30
	2300 - 0600	\$1.60
	<b>Sergeants</b>	
	1700 - 0730	\$1.60
<b>Weekend Differential</b>	<b>Patrol Officers</b>	
	0600 - 1600	\$0.25
	<b>Sergeants</b>	
	0730 - 1730	\$0.25

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<sup>2</sup> Employees are eligible for either the Education Stipend or the Military Stipend, but not both.



