

AGREEMENT
BETWEEN
TOWN OF BUCKSPORT
AND
TEAMSTERS LOCAL UNION NO. 340
IN THE STATE OF MAINE
Affiliated with the
International Brotherhood of Teamsters

for the

POLICE DEPARTMENT

FROM: July 1, 2008 THROUGH: June 30, 2011



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This Agreement is entered into between the Town of Bucksport, hereinafter referred to as the “TOWN” or “EMPLOYER” and Teamsters Local Union No. 340, affiliated with the International Brotherhood of Teamsters hereinafter referred to as the “UNION”.

ARTICLE 1

PREAMBLE

Pursuant to the provisions of the Municipal Public Employees Labor Relations Act, (Titles 26, M.R.S.A. 961-974, 1969 as amended) the parties hereto have entered into this agreement in order to establish mutual bargaining rights of the employer and the employees and to establish the terms and conditions of employment of eligible employees of the Bucksport Police Department.

ARTICLE 2

RECOGNITION

The Town recognizes the Union as the sole and exclusive bargaining agent for the purpose of negotiating salaries, wages, hours and other conditions of employment for all its eligible employees within the bargaining unit in the Police Department. Such employees shall be hereinafter referred to as “Police Officers and Dispatchers.”

The Union agrees to supply the Office of the Chief of the Police Department a list of the officers of the union, the names of the Union Stewards, and the names of the union bargaining committee.

ARTICLE 3

NON DISCRIMINATION

SECTION 1. Eligible employees covered by this Agreement shall have the right to join, not join, maintain or drop their membership in the Local Union as they see fit. No employee shall be favored or discriminated against by either the Town or the Union in regards to such matters.

SECTION 2. Both the Town and the Union agree that neither of them will discriminate against any employee because of race, creed, handicap, color, age, sex, marital status, national origin or political affiliation. Both parties will share equal responsibility for applying this provision of the Agreement.

ARTICLE 4

MANAGEMENT RIGHTS

The Town retains all rights and authority to manage and direct its employees, except as otherwise specifically provided in this Agreement. The Union 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 5

CHECK-OFF

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

ARTICLE 6

ACCESS TO PREMISES

With due notice to the Police Chief or Town Manager, authorized agent of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues and ascertaining that the Agreement is being adhered to provided, however that there is no interruption of the Town's working schedule. A list of authorized union representatives will be furnished to the Town.

ARTICLE 7

STEWARDS

SECTION 1. The Town recognizes the right of the Union to designate Stewards and Alternates. The authority of Stewards and Alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

- A. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement;
- B. The collection of dues when authorized by appropriate local Union action;
- C. The transmission of such messages and information which shall originate with and are authorized by the local Union or its officers, provided such messages and information have been reduced in writing.

SECTION 2. PROCESSING GRIEVANCES DURING WORKING HOURS

The Chief steward 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 except with the permission of the Town Manager or Police Chief.

ARTICLE 8

BULLETIN BOARDS

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

ARTICLE 9

DISCIPLINE AND WORK RULES

SECTION 1. The Town may adopt disciplinary rules and work rules which will be posted from time to time during the duration of this Agreement. New rules will not be inconsistent with this contract. All new rules will be posted for ten (10) working days before they are effective. Simultaneously with the posting of new rules, a copy of same shall be forwarded to the Local Union. **No employee shall be disciplined or discharged except for just cause.**

SECTION 2. All suspensions and discharges shall be for **just** cause (including, but not limited to, violations of any rules adopted as provided above) and written notice of the reasons for suspension or discharge shall be stated, in writing, to the employee within five (5) days after the effective date of the action. Such written notice shall also be given to the Steward and a copy mailed to the local Union office within five (5) days from the time of the discharge or suspension.

SECTION 3. Any employee discharged must be paid in full for all wages owed him by the Employer, including earned vacation pay, if any, within five (5) days from the date of discharge.

SECTION 4. A discharged or suspended employee must advise his Local Union in writing, within five (5) working days after receiving notification of such action against the employee, of his desire to appeal the discharge or suspension; notice of the appeal from the discharge or suspension must be made to the Employer in writing within ten (10) days from the date of discharge or suspension.

SECTION 5. All employees of the police department shall be required to live within **twelve (12)** miles by road of the Public Safety Building, except in hardship cases as defined by the Chief of Police and/or Town Manager. An employee will not be unreasonably denied hardship status.

ARTICLE 10

GRIEVANCE PROCEDURE

SECTION 1. A Grievance is hereby jointly defined to be any controversy, complaint, misunderstanding or dispute that may arise under the interpretation or application of a specific article or section of this Agreement. Any grievance arising between the Town and the Union or an employee represented by the Union shall be settled in the following manner:

Step 1. The aggrieved employee(s) must present the grievance to the Steward or Alternate within five (5) working days after knowledge of the grievance or the reason for the grievance has occurred, except a forty-five (45) day time limit shall apply in the case of violation of wage provisions of the Agreement.

The Steward or Alternate shall take up the grievance with the Police Chief. If the Steward and the Police Chief have not resolved the grievance within three (3) working days after the meeting between the grievant, Steward and Police Chief, the Steward shall submit such grievance in writing to the Union Business Representative.

Step 2. The Business Representative shall then take the matter up, within three working (3) days after receiving the grievance from the Steward or Police Chief, with the Town Manager or his designee; within three (3) working days after such meeting, the Town Manager shall render a decision of the grievance.

Step 3. In the event that the decision of the Town Manager, as rendered pursuant to step 2, hereof is not acceptable to the Union may, within ten (10) working days, file a request with the Maine State Board of Arbitration and Conciliation for arbitration of the grievance.

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) days after the conclusion of testimony and final argument. The Town and Union agree that the Arbitrator shall not, delete from, or modify any of the terms and conditions of this Agreement.

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

SECTION 2. The Local Union and its authorized representatives shall have the right to examine time sheets and any other records pertaining to the computation of compensation of any individuals whose pay is in dispute or records pertaining to a specific grievance.

SECTION 3. The time limits for processing of grievance may be mutually extended by phone, then in writing, by the parties requesting an extension.

SECTION 4. Should the Town feel aggrieved as the result of interpretation on application by the Union of any provision in the Agreement, the Town may seek adjustment of said grievance in the forgoing manner, except that the procedure may be initiated at Step 2.

ARTICLE 11

SEPARATION OF EMPLOYMENT

Upon discharge, the Employer shall pay all money including vacation pay due to the employee. Upon quitting, the Employer shall pay all money due the employee, including vacation pay on the next regular pay day following such quitting (provided the employee has given the Employer the proper two-week notice.) If the employee provides a two-week notice, the employee shall have the right to withdraw his resignation and continue on in his employment during that two-week period. Upon separation in good standing and after ten (10) years of continuous service, the employee or upon death his/her heirs, shall receive twenty-five percent (25%) of unused sick leave. Employees with twenty (20) years of continuous service for the Town, upon retirement, separation in good standing or death shall receive forty percent (40%) of unused sick leave.

ARTICLE 12

SENIORITY

SECTION 1. The Town shall establish a seniority list for eligible employees, (and it should be brought up to date on January 1st of each year). The list shall be posted, thereafter, on a bulletin board for a period of not less than thirty (30) days. A copy of the same shall be sent to the Union.

SECTION 2. Any objection to the seniority list, as posted, must be reported to the Police Chief and the Union within thirty (30) days, or it shall stand as accepted.

SECTION 3. Seniority shall be established as of the last date of hire as a full-time employee of the Police Department and shall not include any previous employment with the Town.

SECTION 4. Upon successful completion of twelve (12) month probationary period for police officers, and six (6) months for dispatchers, the employee shall be appointed for an indefinite period, and may not be terminated except for cause. During the probationary period of any employee, the Employer, in its sole discretion, may terminate his employment. During the probationary period of an employee, or until his prior termination, the Employer will cause such employee to be evaluated at least quarterly by one or more of his superior officers. Each quarterly report will be discussed with the

employee and any weakness in his work will be reviewed with the object of increasing his proficiency. The Employer may also discuss interim formal or informal reports with the employee with the same object.

Section 5. Work Force Changes-Promotions

The term "promotion", as used in this provision, means the advancement of the employee to a higher paying position.

(A). Whenever a job opening occurs in any existing job classification or as a result of the development or establishment of new job classifications, a notice of such openings shall be posted on the department bulletin board for ten (10) working days.

(B). During this period, employees who wish to apply for open positions for jobs, including employees on layoff, may do so. The application shall be in writing, and it shall be submitted to the employee's immediate supervisor. Seniority in no way guarantees so-called first refusal by senior employees. Promotion to all positions will be based on experience in job area, if any, and demonstrated ability.

ARTICLE 13

WORK WEEK, OVERTIME, WAGES

SECTION 1. The "Work-Week" shall be defined as a period of seven (7) days beginning at 0700 on Monday and ending at 0700 on the following Monday, for full-time dispatchers. The workweek for full-time patrolmen shall begin on Monday at 0600 and end at 0600 on the following Monday, consisting of four (4) ten hour shifts per week. The remaining four (4) hours will be posted on the overtime sheet to be offered to reserve officers. If no reserve officer accepts the 4 (four) hour shift, a full-time patrolman will be required to work the extra hours as overtime, paid at the rate of one and one half (1 ½) times his/her rate of pay. If no full-time patrolmen agree to work the four (4) hour shift, then the Police Chief will assign a full-time patrolman based on a rotation that includes all full-time patrolmen. All other overtime hours will be paid in accordance to Section 3 of this Article.

In the event of a reduction in staff to less than five (5) full-time patrolmen, the Town and the Union will negotiate the necessary changes to meet the required manning of the Bucksport Police Department.

SECTION 2. The payroll records of the Town shall be the basis for establishing the number of hours worked by each employee. Nothing in this Agreement shall be construed as a guarantee by the Town of hours to be worked per week or per year.

SECTION 3. All eligible employees will be entitled to overtime pay at the rate of one and one half (1 ½) times his hourly rate of pay for all hours worked in excess of eight (8) hours for dispatchers and in excess of ten (10) hours for patrolmen and for all hours worked in excess of forty (40) hours per week. In lieu of overtime pay, an employee may take compensatory time off.

Employees ordered by the Police Chief or his designee to work beyond his/her regularly scheduled shift shall be paid at the rate of one and one half (1 ½) times his/her hourly rate of pay for hours ordered to work.

At no time shall an employee earn more than six (6) days of compensatory time in any one (1) contract year, except part-time dispatcher, at no time shall earn more than twenty (20) hours of compensatory in any one (1) contract year. Part-time dispatchers must work in excess of forty (40) hours per week in order to be eligible to earn compensatory time.

No compensatory time shall be carried over beyond June 30, except compensatory time accrued during the month of June.

Granting of compensatory time shall be at the discretion of, and with the approval of the Chief of Police. A request for compensatory time off must be submitted at least three (3) days prior to the date requested. Also, this compensatory time off shall be taken in increments of and/or multiples of ten (10) hours for patrolmen and eight (8) hours for dispatchers. Compensatory time off will not be used in the computation of overtime. The Town shall have the right to offer vacancies caused by compensatory time off to a reserve officer before offering such vacancies to a full-time officer. No patrolman shall work more than sixteen (16) consecutive hours in a twenty-four (24) hour period. In the event of a catastrophic emergency beyond the control of the employer (i.e. flood, chlorine leak, major fire at the mill), employees may be called to work beyond the sixteen (16) hour limit.

SECTION 4. Employees who refuse overtime will be considered as having accepted for the purpose of rotation. Employees will sign up for available scheduled overtime hours on the basis of seniority, on a sign-up sheet posted on the bulletin board at the Public Safety Building.

Unscheduled overtime shall be offered on seniority call basis.

SECTION 5. Wage rates for the 7-1-2008 to 6-30-2011 contract shall be as follows:

	7-1-08 TO 6-30-09			7-1-09 TO 6-30-10		
	FULL TIME		PART TIME	FULL TIME		PART TIME
	Police	Dispatch	Dispatch	Police	Dispatch	Dispatch
Starting	\$14.28	\$12.40		\$14.70	\$12.77	
After 6 mo.	15.17	12.63		15.63	13.01	
After 1 yrs.	15.37	12.78		15.83	13.17	
After 2 yrs.	16.43	13.06		16.92	13.45	
After 4 yrs.	17.59	13.93		18.12	14.34	
After 10 yrs.	17.93	14.20		18.47	14.63	
After 15 yrs.	18.29	14.49		18.84	14.93	
After 20 yrs.	18.49	14.62		19.04	15.05	
Ongoing			\$11.62			\$11.97

	7-1-10 TO 6-30-11		
	FULL TIME		PART TIME
	Police	Dispatch	Dispatch
Starting	\$15.15	\$13.16	
After 6 mo.	16.10	13.40	
After 1 yrs.	16.30	13.56	
After 2 yrs.	17.43	13.86	
After 4 yrs.	18.66	14.77	
After 10 yrs.	19.02	15.07	
After 15 yrs.	19.41	15.37	
After 20 yrs.	19.61	15.51	
Ongoing			\$12.33

Part time dispatchers are included as part of this contract and qualify for no employee benefits except Social Security, Maine State Retirement and Workmen's Compensation.

SECTION 6. An employee shall move from one rate classification to another on the anniversary date of his employment.

SECTION 7. Outside work shall be defined as work for any private individual, organization, partnership or corporation. Outside work shall be assigned according to the procedure set forth in Section 4 above, a rotation of five regulars and a reserve. Outside work may be refused, but if refused, the officer refusing it drops to the bottom of the rotation list for outside work. Compensation for outside work shall be at the employee's time and one half (1 1/2) rate.

SECTION 8. Except as specified above, full-time officers shall have priority to all available police overtime. Full-time and part-time dispatchers shall have priority to all dispatcher overtime. The Town

shall have the right to offer vacancies caused by work related injuries, sick time and training in excess of ten (10) vacant shifts for the dispatchers to reserve officers, and (8) vacant shift for patrol to reserve officers.

SECTION 9. On court days, if it is determined that certain Police Officers are needed in court, they are required to report to the Bucksport Public Safety Building no later than 8:30 a.m. and to remain there until released by the Court Officer. During that period of time they may be required to work on reports or other duties if necessary or feasible. They will be compensated a minimum of two hours at time and one half, or actual hours worked, whichever is greater.

They will be required to furnish their own transportation (subject to mileage reimbursement) if the Department vehicle is unavailable. Furthermore, if more than one Police Officer is scheduled for trial, each Police Officer must go in separate vehicles so as to be free to return as soon as released by the Court.

ARTICLE 14

HOLIDAYS

SECTION 1. The following days shall be observed as holidays by all regular employees in the bargaining unit:

New Years Day	Labor Day	Thanksgiving Day
Washington's Birthday	Columbus Day	Christmas Day
Memorial Day	Veterans Day	
Independence Day		

All employees shall receive holiday pay of eight (8) hours at their regular base rate for the above mentioned holidays. In order to qualify for holiday pay, an employee must work his regularly scheduled shift immediately prior to and after said holiday, except only when on vacation, sick and bereavement leaves. Proof of such sick leave for "just cause" may be required by the Town. If the doctor's certificate shows such sick leave usage to have been for "just cause", the expense of obtaining said certificate will be borne by the Town. Part-time dispatchers who work on the above mentioned holidays will receive, in addition to their work pay, holiday pay at their regular base rate of pay for all hours worked during the holiday, but not to exceed eight (8) hours per holiday.

SECTION 2. In addition to holiday pay, employees required to work a shift on a holiday shall receive pay equal to time and one-half (1-1/2) for those hours worked.

SECTION 3. An employee required to work a double shift on a holiday shall be compensated at the rate of double his base rate of pay for those holiday hours worked in excess of eight (8) hours for dispatch and ten (10) hours for patrolmen.

SECTION 4. All full-time dispatchers shall receive sixteen (16) hours personal time or two personal days, 8 hours each. Full-time patrolmen will receive ten (10) hours or one personal day at ten (10) hours pay.

SECTION 5. The Employer shall continue the practice of permitting employees to substitute for one another on regularly scheduled tours of duty (or for some part thereof) in order to permit an employee to absent himself from work to attend a purely personal pursuits. Trading of time shall be limited to personnel with comparable training and experience and shall be at the discretion of and with prior approval of the Chief of Police.

ARTICLE 15

VACATION

SECTION 1. Each full-time employee shall be awarded annual vacation time with pay, in any month in which the full-time employee is compensated eighty (80) or more hours of actual work time (defined in this section as hours worked; vacation time; sick time, if less than thirty (30) days; jury duty; bereavement and compensatory time) in accordance with his current term of continuous employment, and in accordance with the following:

YEARS OF SERVICE	WEEKS OF VACATION
1	2 or 80 hours
8	3 or 120 hours
15	4 or 160 hours
20	5 or 200 hours

SECTION 2. Vacation leave may be taken by an employee at any time after its accrual, beginning six (6) months after employment, subject to the approval of the Chief of Police.

SECTION 3. Each employee may accumulate vacation leave accruing under the provisions of this Agreement not to exceed two hundred (200) hours in total; provided, however, that an employee who is prevented by the requirements of the Department from taking his vacation days during a period in which his vacation had been scheduled may receive equal compensation in lieu of vacation time or may carry such vacation time forward for a period not in excess of six (6) months, at the option of the Department. The use of accumulated vacation days shall be subject to the provisions of Section 4 hereof.

SECTION 4. All employees covered by this Agreement shall be entitled to annual vacation as set forth in this Article, and as follows:

- (A) Departmental seniority shall be governing factor in the choice of vacation dates.
- (B) Vacations may be taken a day at a time or by the week, and may be taken at any time, at the Chief's discretion.
- (C) In the event an employee wishes to change his vacation period after vacations have been chosen by seniority, he may do so providing there are openings.

ARTICLE 16

SICK LEAVE AND HEALTH INSURANCE

SECTION 1. Sick leave shall accrue at the rate of ten (10) hours for each full calendar month of service beginning with the seventh (7th) full calendar month of employment accumulative to a maximum of seven hundred twenty (720) hours. At the end of the six (6) full calendar months of employment, the employee will be credited with the amount of sick leave earned in the first six (6) months of service. Sick leave shall be earned by an employee, at the foregoing rate, in any month in which the employee is compensated eighty (80) or more hours of actual work. For this purpose, however, earned vacation time shall be considered as work time. Sick leave may only be used when personal illness or physical incapacity renders an employee unable to perform the duties of his position.

Whenever possible, the employee shall notify the Police Chief at least two (2) hours before the beginning of his scheduled shift as to his unexpected absence due to sick leave reasons. With prior notice, the Town shall have the right, at the employee's expense, to require a doctor's certification showing such sick leave usage to have been for "just cause". Expense of obtaining said certification

if “just cause” is found, expense to be borne by the Town. Sick time may not be taken for work related injury except for the first three (3) days of an injury which are not covered by Workmen’s Compensation.

Any full-time employee who uses less than six (6) days of sick leave during a fiscal year (7-1 to 6-30) shall receive one-half of any balance of the first six days as earned time to be used the following fiscal year but not to exceed three days or 24 hours in any fiscal year. Earned sick time may be taken with the approval of the Police Chief and at times when convenient for the smooth operation of the department. The remainder of earned sick time shall be credited to accumulated sick leave in the normal manner. Earned time cannot be accumulated beyond the end of the fiscal year following the year that the time was earned.

SECTION 2. The Town shall provide each employee and his/her family with the Maine Municipal Employee Health Plan A for the term of this agreement. The Town shall pay an amount equal to the rates for the Maine Municipal Employee Health Trust POS-C. Employees will be required to pay twenty-five percent (25%) of any increase incurred after 1-1-91, but such amounts shall not exceed **\$24.00** weekly for those employees who have employee only coverage and **\$34.00** weekly for employees who have family or employee with dependent coverage. **Effective January 1, 2009 and for each January 1st thereafter remaining of the contract, the employee share shall be increased, only if health insurance rates for the Town have increased for that calendar year greater than 5%, as follows: \$1.00 per week for those employees who have employee coverage only, \$2.00 per week for those employees with employee with dependents coverage and \$3.00 per week for employees who have family coverage.** Effective November 1, 1990, the Town will not pay for any working spouse who is provided coverage by his/her employer unless the coverage is substantially less. If spousal coverage ends because of termination of employment or loss of group coverage, he/she may still enter the Health Trust provided he/she apply within 60 days of the end of coverage. After 60 days employee spouse must provide evidence of good health before he/she may enroll. In the event of a change by the carrier the Town will promptly notify the Union in writing.

It is agreed that the Town may change provider for health and life insurance and income protection as long as the coverage is equal to or better than the existing plan and the cost to employees will be no greater than the cost would be if the Town maintained coverage with the existing provider.

Effective 7-1-98, the Town will make available to employees a premium only conversion plan pursuant to Section 125 of the Internal Revenue Code.

SECTION 3. MMA Income Protection Plan currently provided by the Town shall be continued during the term of this Agreement for all employees who wish the coverage. Any combination of sick leave and income protection cannot exceed the regular base weekly pay. The employee shall submit an application for income protection after being absent from work ten (10) consecutive days at any one time.

SECTION 4. The Town, during the term of this agreement, shall continue to pay for and provide Maine State Life Insurance including Basic, Supplemental and Dependent B. Coverage will automatically be provided unless the employee chooses to sign a “Refusal of Insurance” form provided at the Town Office.

SECTION 5. An employee who is injured on the job and is sent home or to a hospital or who must obtain medical attention shall receive pay at the applicable hourly rate for the balance of his regular shift on that day. An employee who has returned to his regular duties after sustaining a compensable injury and who is required by the Workmen’s Compensation doctor to receive additional medical treatment during his regularly scheduled working hours shall receive his regular hourly rate of pay for such time missed.

Section 6. Employees who retire will be allowed to credit to their Maine State Retirement System account up to ninety (90) days of accumulated and unpaid sick time.

ARTICLE 17

BEREAVEMENT

Each employee will be allowed up to three (3) days of leave with pay for the purpose of attending the funeral in the case of death occurring in the employee's immediate family as is currently provided. The term "immediate family" shall include the employee's spouse, child, stepchild, brother, stepbrother, sister, stepsister, mother, father, stepparents, parents-in-law and grandparents. It is understood that this leave is not intended as vacation time and only that portion of this the allowable leave which is necessary in order to accomplish the purposes set forth will be taken by the employee. One (1) day of leave shall be allowed, when necessary, for attending the funeral of a brother or sister of the employee's spouse. In cases when unusual circumstances exist, additional time off, without pay, may be arranged at the discretion of the Police Chief or Town Manager.

ARTICLE 18

LEAVE OF ABSENCE

Any employee desiring leave of absence without pay from his/her employment shall secure written permission from both the Union and the Employer. The maximum leave of absence shall be for ninety (90) days and may be extended for like periods. Permission for same must be secured from both the Union and the Employer. During the period of absence, the employee shall not engage in gainful employment in the same industry or field.

Failure to comply with this provision shall result in the complete loss of seniority rights for the employee(s) involved. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights. Full seniority rights shall be maintained during a leave of absence.

ARTICLE 19

JURY DUTY PAY

In the event an employee loses all or part of his time on account of jury service, the Employer shall pay an amount sufficient to guarantee no loss in wages on account of such absence from work. Employee to be paid upon presentation of certification of jury pay. Employee shall work any scheduled shift that does not conflict with jury duty.

ARTICLE 20

UNIFORMS

SECTION 1. If a regular full-time employee is required to wear a uniform and equipment or any protective clothing or device, the Town shall furnish the initial issue of such required uniform, equipment or protective clothing or device. The employee shall then be required to maintain the same in serviceable condition. A clothing equipment allowance shall be as follows: An annual clothing and equipment allowance shall be **\$520- July 1, 2008, \$530- July 1, 2009, and \$540 July 10, 2010** during the term of this contract.

Full-time dispatchers are not required to wear a uniform but may choose to wear a machine washable pullover shirt provided by the town and selected by the Police Chief. Dispatcher(s) who choose to wear the town-selected shirt shall be provided with three shirts annually and shall wear the designated shirt during all on duty shifts. Dispatcher(s) who choose not to accept the designated shirt shall not be required to accept or wear the shirt.

SECTION 2. In addition to the clothing allowance, an annual cleaning allowance for uniforms of **\$435-July 1, 2008, \$445-July 1, 2009 and \$455-July 1, 2010** shall be allotted to each fulltime police officer by the Employer.

SECTION 3. Any uniform rendered unserviceable by an employee in the line of duty, except through negligence, loss or normal wear, will be replaced by the Employer and will not be charged to the employee's clothing allowance.

ARTICLE 21

STAFF MEETINGS

The employer agrees to hold staff meetings, a minimum of two (2) per year.

ARTICLE 22

NON-DISCRIMINATION

SECTION 1. The Town and the Union agree not to discriminate against individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, religion, sex, national origin, or age, 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, handicap or age.

SECTION 2. The Town and the Union agree that there will be no discrimination by the Town or the Union against any employee because of any employee's lawful activity and/or support of the Union.

SECTION 3. The use of the male or female gender of nouns is not intended to describe any specific employee or group of employees but is intended to refer to all employees in all classifications, regardless of sex.

ARTICLE 23

PROBATIONARY PERIOD

All new police officers of the Bucksport Police Department shall be considered probationary employees until a twelve (12) month period of employment has been completed. All new dispatchers shall be considered probationary employees until a six (6) month period has been completed. All employees who have completed their probationary period shall become a regular, full-time employee and may not be terminated except for just cause. During the probationary period of employment, any employee may be terminated without compliance with the terms of this Agreement.

ARTICLE 24

TRAINING

SECTION 1. All training shall be at the discretion of the Police Chief. Hours associated with approved training shall be paid for at the employee's applicable rate of pay and other associated training cost, when approved by the Police Chief, shall be paid for by the Town. Training for full-time police officers shall include mandatory re-certification training pursuant to M.R.S.A. Title 25, Section 2804-E.

ARTICLE 25

MILITARY LEAVE

Employees who are members of the organized military reserve, and who are required to perform field duty, will be granted Reserve Service Leave, in addition to vacation leave, but not to exceed two (2) weeks in any calendar year. For the purpose of this section, the Town will pay the balance between the service pay and the employee's regular compensation, the total equaling the regular pay of the employee had he been in the service of the Town during the period of the leave. The employee shall furnish his department head an official statement by military authorities giving his rank, rate of pay, and date of field duty.

ARTICLE 26

RETIREMENT

The Town shall continue to participate in the Maine State Retirement System Plan A-1 and the Social Security System. Effective 7-1-2001, full-time patrolmen may choose to participate in Special Plan 4-A rather than Plan A-1. If the decision of the unit is to change plan for patrolmen, the unit must provide notice in writing to the Town Manager by May 1 prior to either of the two succeeding years of the three-year contract. The Maine State Retirement Plan shall include disability benefits as those provided by 5 MRSA Section 18521-18534 and death benefits as provided by 5 MRSA Sections 18601-18607 and 18551-18556.

ARTICLE 27

SEPARABILITY AND SAVINGS CLAUSE

If any article or section of this agreement or of any supplements or riders thereto should 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 should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and Section to persons or circumstances other than those as to which it has been 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 Employer or 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 limitation of time for such written notice. If the parties do not agree on a mutually satisfactory replacement within sixty (60) days after receipt of stated written notice, either party shall be permitted all legal or economic recourse in support of its demands, notwithstanding any, provisions of this Agreement to the contrary.

ARTICLE 28

COMPLAINTS FROM THE PUBLIC

SECTION 1. Any complaints from the public involving an officer which may result in disciplinary action, shall be in writing, a copy of which the Chief of Police shall make available to the officer involved or the steward within three (3) days of receipt. A hearing shall be held between the Chief, the Steward, and/or Union Representative, and/or the employee concerned, and the person making the

complaint at the time and date agreed upon by the parties within five (5) days after receiving the complaint; provided that if no agreement on time and date is reached within such five (5) day period, the Chief shall set a time and date within ten (10) days thereafter. The Union recognizes the Town's policy on complaints Against Police Personnel number 1-10 @, drafted and implemented on 1-1-96. Any revisions to the policy will be subject to negotiations.

SECTION 2. Whenever an officer is called in by a superior officer for questioning as a result of a complaint under SECTION 1 above, under circumstances where discipline other than verbal reprimand appears to be a possible result, the officer shall be entitled to be accompanied by a representative for all stages of questioning.

SECTION 3. Employee retains the right to waiver any or all of his/her rights under this Article.

ARTICLE 29

SAFETY COMMITTEE

The Bucksport Police Department shall establish a safety committee of not more than two (2) members. The committee shall meet with the Chief of Police or his designated representative for a mutual exchange of opinions, ideas, and discussions concerning the safety and health conditions of the Department. These meetings shall be held in conjunction with staff meetings.

ARTICLE 30

PERSONNEL FILE

Each employee shall be entitled to a copy of his/her personnel file, or any portion thereof, upon request at the employee's expense (exclusive of letters of reference) and the employee shall thereafter maintain his/her own personnel file. Once an employee shall have been furnished with a copy of his/her personnel file (during the term of this contract or period thereto), the employer shall give to each employee, free of cost, a copy of each document added thereto that is requested by the employee.

ARTICLE 31

SANITARY CONDITIONS

The Town agrees to maintain a washroom having hot and cold running water and with toilet facilities.

ARTICLE 32

PHYSICAL EXAMINATIONS

If the employer requires an employee to submit to a physical examination, the Town shall pay all costs provided the employee goes to the physician that the Town chooses; otherwise the Town will pay a maximum of \$50.00 towards the examination.

ARTICLE 33

MAINTENANCE OF STANDARDS

SECTION 1. PROTECTION OF CONDITIONS - The employer agrees that all conditions of employment relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the highest standards in effect at the time of signing of this agreement; and the conditions of employment shall be improved whenever specific provisions for improvements are made elsewhere in this agreement.

It is agreed that the provisions of this section shall not apply to inadvertent or bonafide errors made by the Employer or the Union in applying the terms and conditions of this agreement. Any such agreement shall be null and void unless mutually agreed upon by the Union and the Employer.

ARTICLE 34

DISABILITY

An employee who sustains a personal injury or compensable illness arising out of and in the course of his/her employment shall be paid during each week of total incapacity from work resulting from the injury, an amount sufficient, when added to the weekly payment of the Workmen's Compensation paid within the laws of the State, to equal his regular salary or normal wage. Time limit for this compensation shall be eight (8) weeks unless extension is approved by the Town Manager. If the Manager grants an extension, the employee is required to apply such time to his accumulated sick time.

ARTICLE 35

UNION SECURITY

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

This Agreement has been executed by the employer after it has satisfied itself that the Union is the choice of a majority of employees in the bargaining unit. Accordingly, it is fair that each employee in the unit pay his/her way and assume his/her share of the obligations along with the grant of equal benefits contained in this agreement. In this regard, employees may elect to accept one of the following provisions:

1. To become a member of the union and to pay full dues, or:
2. Not to be a member but to pay a fair share fee of 80% of current dues as a contribution towards the administration services, attorneys' fees and cost and expenses, including arbitrator's fees and expenses incurred by the Union.

3. Payment to the Union of reasonable fees, including reasonable fees for employee representation services, attorney fees and costs and expenses including arbitrators fees and expenses incurred by the Union. This option is available only to employees hired prior to 7-1-2000.

The Union shall indemnify, defend and hold the employer harmless against all claims and suits which may arise as result of action taken pursuant to this Article and the collection of dues.

ARTICLE 36

DRIVE AND CREDIT UNION DEDUCTIONS

SECTION 1. The employer agrees to deduct from the paycheck of all employees covered by this agreement voluntary contributions to D.R.I.V.E. D.R.I.V.E. shall notify the employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a biweekly basis for all weeks worked. The phrase "weeks-worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to the D.R.I.V.E. national headquarters on a monthly basis, in one (1) check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employees social security number and the amount deducted from the employees paycheck. The International Brotherhood of Teamsters shall reimburse the employer annually for the employer's actual cost for the expense incurred in administering the biweekly payroll deduction plan.

SECTION 2. The employer agrees to deduct designated amounts each payroll from wages of those employees who shall have given the employer written notice to make such deductions. The amount so deducted shall be remitted to the applicable Credit Union each month. The employer shall not made deductions and shall not be responsible for remittance to the Credit Union for any deductions for those weeks during which the employees earnings shall be less than the amount authorized for deduction.

ARTICLE 37

TERM OF AGREEMENT

This agreement shall govern the rights of the parties from **July 1, 2008** until and including **June 30, 2011**. It shall be automatically renewed for succeeding one (1) year periods unless either party shall notify the other in writing of its intention to renegotiate at least (60) days from June 30, **2011** or within sixty (60) days prior to June 30, as aforesaid, if wages, rates of pay or any other matters requiring appropriations of money by the town are to be renegotiated. This Agreement may be amended at any time by mutual agreement.

IN WITNESS WHEREOF, the parties thereto have set their hands on the day and year first above written.

TEAMSTERS LOCAL UNION NO. #340
International Brotherhood of Teamsters.

TOWN OF BUCKSPORT

James Carson, President

Elizabeth Whitney, Mayor

Terrence Hanlon, Sec./Treasurer

Roger Raymond, Town Manager

Allen Churchill, Business Agent

David Winchester, Shop Stewart
