



AGREEMENT BETWEEN

**The Town of Cape Elizabeth, Maine
and
The Cape Elizabeth Police Benevolent Association**

July 1, 2008- June 30, 2011

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This **Agreement** made and entered into this 11th day of July, 2008 by and between the **Town of Cape Elizabeth**, hereinafter referred to as the “**Town**” and the **Cape Elizabeth Police Benevolent Association**, hereinafter referred to as the “**Association**”.

Article I Preamble

Pursuant to the provisions of Chapter 9-A, 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 Relations Law”. This Agreement is made and entered into by and between the **Town of Cape Elizabeth, Maine** and the **Cape Elizabeth Police Benevolent Association** representing the Cape Elizabeth regular, permanent Police Officers and Dispatchers.

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

Article II Recognition

Section 1. The Town hereby recognizes that the Association is the sole and exclusive bargaining representative of all regular, permanent Police Officers of the rank of Sergeant and below and all regular, permanent Dispatchers in the Cape Elizabeth Police Department for the purposes of bargaining for wages, hours of work, working conditions and other terms and conditions of employment but not including any regularly scheduled part-time Dispatchers or Police Officers.

Section 2. The Association hereby recognizes that the Town shall, except as otherwise specified in this Agreement, retain all right and authority to manage and direct the operations of the Town Departments and working force, including the right to plan, direct and control department activities, to schedule and assign work to employees, to determine means, methods, procedures and equipment, to maintain the efficiency of the Departments and their employees, to determine the manning of jobs, to create, revise and eliminate jobs, to establish and require observance of reasonable rules and regulations governing the conduct and performance of its employees provided that they are not inconsistent with the provisions of this Agreement, to formulate and adopt ordinances and other regulations incidental to management of the affairs of the Town, to hire and promote employees in accordance with the provisions, procedures, and requirements of the Town of Cape Elizabeth Personnel Code as it may be amended from time to time and to maintain order. In the event of an imminent lay-off of employees, the Town agrees to meet with the Association to confer and discuss the intended action, at least thirty (30) days prior to the effective date of said action.

Article III Dues Deductions

The Town shall deduct regular bi-weekly dues upon receipt of signed authorization from any member of the Association (a copy of which is to be retained by the Town) and a certified statement from the Treasurer of the Association as to the amount of 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 of the Association by the 10th of each month succeeding the month in which deductions were made. The Association 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 Association pursuant to this Article.

Article IV Hours of Work and Overtime

Section 1. The regular work week for Police Officers and Dispatchers shall be forty (40) hours and all hours worked in excess of forty (40) per week or eight (8) hours per day shall be paid at the rate of 1 1/2 times the base hourly, but not for both. (Base hourly rate determined by dividing the base weekly wage rate by 40 hours) In determining amount of hours worked, sick leave taken under Article X will be included.

Section 2. Regular, permanent Police Officers and Dispatchers shall be given the first opportunity to work any extra and replacement shifts, on a rotating basis to equalize the opportunity for such work among the regular permanent employees, but this provision shall not apply to any regularly scheduled part-time dispatcher shift as presently scheduled. In the event that any regular, permanent Police Officer or Dispatcher refuses such extra or replacement work, he shall be treated for purposes of rotation as having taken such work. In the event that no regular permanent employee is willing to work such extra or replacement shift, part-time employees may be used, but if no part-time employee is willing to do so, the duty shall be performed by the regular, permanent Police Officer or Dispatcher to whom it was first offered.

Section 3. All employees' work schedules shall provide a 15 minute rest period during each half shift worked which shall be scheduled at the middle of each half shift whenever possible. All employees shall be granted a lunch period during each work shift which shall be scheduled at the middle of each shift whenever feasible.

Section 4. Any regular, permanent employee called to work at a time outside of, and not annexed to, his regularly scheduled shift shall be paid for a minimum of four (4) hours worked.

Section 5. Any regular, permanent employee required, during his otherwise off-duty time, to appear at the Maine District, Superior, Administrative or U. S. District Court, quasi-judicial hearings and administrative agency proceedings, arising out of the performance of duty shall be compensated for the hours spent, computed to the nearest half-hour, at the rate of 1 1/2 times his base hourly rate for a minimum of four (4) hours per appearance. Any employee shall turn over to the Town all witness fees and all payments paid directly to him by the Maine District, Superior or U. S. District Courts as or because of the employee being a witness. The Association agrees to work with the Town in reforming the Court schedules and reimbursement procedures

Section 6. If the Chief of Police decides to move to an alternative schedule consisting of a 14 day work cycle, the following provisions shall constitute a replacement Article IV in this agreement for the time that the replacement schedule is in effect:

**Article IV- Replacement if Alternative Schedule is Adopted
Hours of Work and Overtime**

Section 1A. *The work period for Police Officers shall be fourteen days. The fourteen day work period will be divided into two work cycles, Cycle A and Cycle B, consisting of seven days each. Work cycle A will consist of a seven day period during which a Police Officer will be scheduled to work three twelve hour shifts for a total of 36 hours. Work cycle B will consist of a seven day period during which a Police Officer will be scheduled to work three twelve hour shifts and one eight hour shift for a total of 44 hours. Hours worked in excess of 80 hours during the fourteen day work period or hours worked in excess of a twelve hour shift shall be paid at the rate of 1 1/2 times the base hourly rate., but not for both. (Base hourly rate is determined by dividing the base weekly wage rate for work cycle A by 36 hours.) In determining amount of hours worked, sick leave taken under Article X will be included.*

Section 1B. *The work period for Dispatchers shall be forty (40) hours and all hours worked in excess of forty (40) per week or eight (8) hours per day shall be paid at the rate of 1 1/2 times the base hourly, but not for both. (Base hourly rate is determined by dividing the base weekly wage rate by 40 hours.) In determining amount of hours worked, sick leave taken under Article X will be included.*

Section 2. *Regular, permanent Police Officers and Dispatchers shall be given the first opportunity to work any extra and replacement shifts, on a rotating basis to equalize the opportunity for such work among the regular permanent employees, but this provision shall not apply to any regularly scheduled part-time dispatcher shift as presently scheduled. In the event that any regular, permanent Police Officer or Dispatcher refuses such extra or replacement work, he shall be treated for purposes of rotation as having taken such work. In the event that no regular permanent employee is willing to work such extra or replacement shift, part-time employees may be used, but if no part-time employee is willing to do so, the duty shall be performed by the regular, permanent Police Officer or Dispatcher to whom it was first offered.*

Section 3. *All employees' work schedules shall provide a 15 minute rest period during each half shift worked, when a shift is six or more hours. The rest period shall be scheduled at the middle of each half shift whenever possible. All employees shall be granted a meal period during each work shift, when a shift is six or more hours, which shall be scheduled at the middle of each shift whenever feasible.*

Section 4. *Any regular, permanent employee called to work at a time outside of, and not annexed to, his regularly scheduled shift shall be paid for a minimum of four (4) hours worked.*

Section 5. *Any regular, permanent employee required, during his otherwise off-duty time, to appear at the Maine District, Superior, Administrative or U. S. District Court, quasi-judicial hearings and administrative agency proceedings, arising out of the performance of duty shall be compensated for the hours to spent, computed to the nearest half-hour, at the rate of 1 1/2 times his base hourly rate for a minimum of four (4) hours per appearance. Any employee shall turn over to the Town all witness fees and all payments paid directly to him by the Maine District, Superior or U. S. District Courts as or because of the employee being a witness. The Association agrees to work with the Town in reforming the Court schedules and reimbursement procedures*

**Article V
Wages**

Section 1. All weekly amounts shown on Article V. are weekly amounts and pay checks shall be issued bi-weekly. At the time of employment (or for current employees, at the time for signing of this collective bargaining agreement), the chief of police shall determine relevant prior full time law enforcement experience or dispatching experience that shall determine the step at which employees shall begin and follow through their careers with Cape Elizabeth. The prior experience shall be used for determining pay levels, but not for seniority. For all employees as of the date of execution hereof, their pay levels will be set taking into account their entire tenure within department, even if the service was interrupted. The following base weekly wage shall be in effect during the term of this Agreement:

	Effective July 1, 2008	Effective June 30, 2009	Effective June 29, 2010
Police Officers			
After 4 Months	705.39	719.50	748.28
After 1 st Year	737.44	752.19	782.28
After 2 nd Year	782.86	798.52	830.46
After 3 rd Year	812.86	829.12	862.28
After 5 th Year	854.53	871.62	906.48
After 10 th Year	883.67	901.34	937.39
Sergeants			
Upon Appointment	998.90	1018.87	1059.63
After 10 Yrs. in any Full-time Capacity	1015.18	1035.48	1076.90
Dispatchers			
After 4 Months	699.56	727.54	756.64
After 1 st Year	732.25	761.54	792.01
After 2 nd Year	778.55	809.70	842.08
After 3 rd Year	784.12	815.48	848.10
After 5 th Year	789.67	821.26	854.11
After 10 th Year	795.20	827.01	860.09
Head Dispatcher			
Upon Appointment	901.42	937.48	974..98
After 10 Yrs. in any Full-time Capacity	918.00	954.72	992.91
Community Service Step	78.00	81.12	84.36

Section 2. Educational Incentive Pay. To encourage professional and academic development, the Town agrees to implement an educational incentive pay plan as set forth in this section. Any

regular permanent employee covered by this Agreement shall be entitled to weekly educational incentive pay as follows:

Degree Earned	Effective 07/01/2008	Effective 06/30/2009	Effective 06/29/2010
Associates Degree	\$ 15.71	\$ 16.34	\$ 17.00
Bachelors Degree	\$ 31.45	\$ 32.71	\$ 34.02
Masters Degree	\$ 47.16	\$ 49.05	\$ 51.01

Any regular, permanent employee covered by this Agreement and employed prior to July 1, 2000 may alternately choose to receive compensation during each calendar year based on the annual rate indicated below for each credit hour (up to a maximum of 80 credit hours) for courses completed at an accredited institution of higher learning with a grade of “C” (or its numerical equivalent) or better.

Effective 07/01/2008	\$11.49 per credit hour
Effective 06/30/2009	\$11.95 per credit hour
Effective 06/29/2010	\$12.43 per credit hour

Section 3. Temporary Assignment Pay.

- a. When a patrol officer works at a sergeant’s position for five (5) consecutive days, he shall receive the entrance pay rate of the sergeant’s position or one step above his current rate, whichever is higher while so assigned.
- b. On shifts when no sergeant is regularly assigned, all officers shall have an annual opportunity to bid to work on said shifts. The assignment shall be made by the Chief of Police after an interview process. Once assigned, the officer in charge shall remain in charge regardless of the seniority of other officers on the shift unless a sergeant is working the shift. Other officers filling in for the officer in charge when the officer in charge is absent shall not be entitled to the temporary assignment pay for the officer in charge, except when they are filling in for a sergeant on an assigned shift for at least five consecutive days as provided for Article V. Sec. 3 a.. The temporary assignment pay for the officer in charge is \$1.51 per hour effective July 1, 2008, \$1.55 per hour effective June 30, 2009, and \$1.61 per hour effective June 29 2010.
- c. The town may from time to time establish a “detective” assignment to serve at the pleasure of the chief of police. The detective assignment shall be compensated at a rate of an additional \$1.51 per hour effective July 1, 2008, \$1.55 per hour effective June 30, 2009, and \$1.61 per hour effective June 29, 2010.

Section 4. Community Service Step.

Police Officers (including Sergeants)

Police officers shall be entitled to a Community Service Step upon their certification as a State Certified Emergency Medical Technician and provided this certification is maintained.

Police officers qualified for the Community Service Step shall receive the additional sum amount per week shown in Article V, Sec. 1. under “Community Service Step” commencing on certification. Police officers will be compensated for the time spent at required training. The Town shall assist in scheduling to facilitate the taking of the courses in conformance with other pay provisions within this contract. The Town and the Association agree that for the purpose of accomplishing Community Service Step training only, the Town may schedule part-time personnel to replace patrolmen whose shift assignments conflict with classes.

Dispatchers (including Head Dispatcher)

The dispatchers shall receive the additional sum amount per week shown in Article V, Sec. 1. under “Community Service Step” for performing the clerical responsibilities of the Police and Fire Departments. Any dispatcher having also earned the emergency medical dispatcher designation shall receive the sum per week shown provided the certification is maintained. The latter sum is a substitute for the CSS amount and is not in addition to the CSS amount.

Section 5. Overtime Computation. The Community Service step pay and the educational incentive pay shall be added to the base salary when computing the overtime rate of pay.

Section 6. General Conditions. Optional course work intended to lead to a degree or a professional designation, or for a specific course related to one’s work, may be reimbursed provided the employee earns a passing grade. Reimbursement shall be at no higher than the resident rate charged by the University of Southern Maine per credit hour for the same level course. No reimbursement shall be granted unless the employee received written signed approval from their supervisor and the Town Manager prior to the commencement of the course. The Town may withhold approval if sufficient funds have not been budgeted or if the course being taken does not relate to the training plan agreed upon during the employee’s most recent evaluation. Any course reimbursement under this paragraph shall be reimbursed to the Town out of separation pay if the reimbursement shall have been within 6 months of the date of separation. The liability of the employee shall not exceed the amount of separation pay. The Town does not pay for mileage or for other expenses related to optional course work. Books or course material will be purchased by the Town but will remain the property of the Town.

Section 7. If the Chief of Police at his option moves to an alternative schedule for police officers and sergeants which consists of a 14 day work period, the amounts listed in Section 1 and Section 2 of this article shall be doubled for those personnel so as to represent their wages and educational incentive pay for the 14 day work period. . This does not change the pay for any employee. It just provides for a different point of reference.

Article VI Special Jobs

Section 1. Special Jobs are defined as those non-patrol assignments not regularly performed such as private parties and functions, dances, sport and athletic events, road construction jobs performed by independent contractors and activities of a public assembly nature, but excluding municipal activities such as directing traffic at Town elections or on construction projects performed by Town employees.

Section 2. All special jobs shall be posted so that each regular, permanent Police Officer may get an opportunity to work his share of such extra time. Assignments of special jobs shall be made among the regular, permanent Police Officers on a rotating basis to provide equal opportunities for such work. In the event that any regular, permanent Police Officer refuses the assignment of a special job, he shall be treated for purposes of rotation as having taken such assignment. In the event that all regular, permanent Police Officers refuse any special job assignment, it may then be offered to part-time officers but if no part-time officer accepts such assignment, the assignment shall be filled by that regular, permanent Police Officer or Dispatcher to whom that assignment was first offered.

Section 3. The performance of Special Jobs shall be paid for at the overtime rate with a 4-hour minimum. The scheduling and assignment of Special Jobs shall be at the discretion of the Chief of Police in accordance with Section 2, herein.

Article VII Seniority

Section 1. Seniority shall be based upon the employee's last date of hire but no seniority or fringe benefits based upon the period of employment shall accrue until an employee has been employed on a regular, full-time basis for a period of four (4) months. Seniority shall be a factor in all matters affecting promotion and work shift, and shall be the governing factor in reductions in work force, rehire and vacation preference.

In the event it becomes necessary for the Town to lay off employees for any reason, employees shall be laid off in the inverse order of their seniority, by classification, with displacement rights. No new employee shall be hired until all employees on lay off status for not more than twelve (12) months desiring to return to work have been recalled.

The Town agrees to provide the Association with a seniority list of all employees governed by this Agreement with the employee with the greatest seniority listed first.

Article VIII Vacations and Family Leave

Section 1. Each regular, permanent employee shall receive vacation with pay subject to scheduling by the Chief of Police in accordance with the following:

Vacation is earned from the first day of employment for employees of permanent standing. At the time of employment (or for current employees, at the time for signing of this collective bargaining agreement), the chief of police shall determine relevant prior full time law enforcement experience or dispatching experience that shall determine the step at which

employees shall begin and follow through their careers with Cape Elizabeth. The prior experience shall be used for determining level of vacation time, but scheduling shall be based upon seniority with the Cape Elizabeth Police Department.

The following hourly vacation accumulation rates shall be in place from the effective date of this contract.

	Per 40. Hours	Equivalent to Per Yr. 8 hour Days
Date of Hire to the 5th Anniversary of Date of Hire	1.84	12
5th Anniversary of Date of Hire to 14th Anniversary	2.61	17
14th Anniversary of Date of Hire to 19 th Anniversary	3.38	22
19 th Anniversary to Separation	3.70	24

Vacation time may be granted only for time already accumulated. Vacation time cannot be given to another employee.

If a holiday falls within a vacation period, it shall not be treated as a vacation hours.

An employee may utilize vacation time if sick leave has become depleted. If an employee becomes sick while on vacation, the Town reserves the right, but has no obligation, to offer the employee the option of charging the previously scheduled vacation time to sick time.

At the end of each calendar year, an employee can carry over to the next year accumulated vacation time not to exceed 80 hours. The Chief of Police and the Town Manager shall approve any extension beyond this amount. As the Town believes it is in the best interest of both the Town and employees for vacation time to be taken each year, no extension may be granted by the Chief of Police and the Town Manager unless a specific use of the additional accumulated time has been identified.

Vacation time shall not accumulate after an employee has been absent due to a Workers' Compensation injury after the lapsing of one (1) year from the first date of absence. Accrued vacation leave shall be paid to a permanent employee in good standing upon separation from the service or to a beneficiary or estate upon death.

Section 2. Family Leave. The Town complies with the U. S. Federal Family and Medical Leave Act of 1993 as may be amended from time to time. Covered employees are those individuals who have at least twelve months service with the Town and who have worked at least 1250 hours of service during the 12 month period immediately proceeding commencement of the leave.

Family leave may be taken to care for an employee's child after birth, adoption or foster care, to care for an employee's spouse, son or daughter, or parent who has a serious health condition, or for a serious health condition that makes an employee unable to perform their job.

The Town may require medical certification to support a request for leave because of a serious health condition. Up to 12 weeks of unpaid family leave is permitted in a twelve month period.

The employee must provide 30 days advance notice when a leave is foreseeable. An employee may utilize accumulated sick leave and vacation time as a substitute for unpaid family leave.

During any family leave absence, the Town shall continue health insurance in the same manner as is provided for other qualified employees. The use of family leave will not result in the loss of any employment benefit that accrued prior to the start of an employee's leave. Upon return from family leave, an employee shall be restored to their original or equivalent position.

Article IX Holidays

Section 1. The following holidays shall be paid holidays for all regular, permanent employees covered by this Agreement:

- | | |
|----------------------------------|---------------------------|
| 1. New Year's Day | 7. Labor Day |
| 2. Martin Luther King's Birthday | 8. Veterans' Day |
| 3. Presidents' Day | 9. Columbus Day |
| 4. Patriots' Day | 10. Thanksgiving Day |
| 5. Memorial Day | 11. December 25th |
| 6. Independence Day | 12. Two Floating Holidays |

Section 2. All regular, permanent employees shall receive pay for each of the holidays listed above which they perform no work. Holiday pay will be the employee's current hourly rate times the number of hours an employee would have been regularly scheduled to work on that day if it had not been a holiday. If a holiday is observed on an employee's scheduled day off or during vacation, he shall be given compensatory time off.

Section 3. Regular permanent police personnel and dispatchers who work shifts within the following hours shall receive time and one-half pay:

From 11 p.m. the prior day on all holidays except on the Floating Holidays and except as below when employees shall receive double time for working during the indicated hours:

- From 3 p.m. December 24th to 11:59 p.m. December 25th
- From 3 p.m. New Year's Eve to 11:59 p.m. New Year's Day.
- From 12 Midnight to 11:59 p.m. on Thanksgiving Day and July 4th.

Section 4. Regular permanent Police Officers and Dispatchers may elect to work on all holidays during any year and to receive an additional 96 hours of vacation during the following year. Such election must be made for the current Presidents' Day through New Year's Day for the following year. In the event that more than 6 regular permanent employees so elect, such election shall be effective only for the 6 employees with the greatest seniority so electing. Employees who work on the above premium holidays may also elect to take holiday compensatory time at the time and one half rate in lieu of the premium pay for holidays, which for the purpose of scheduling, shall be treated as regularly earned holidays. The chief of police retains the right to approve or disapprove the scheduling of compensatory holidays as in the manner of any other earned day off.

Section 5. Regular permanent Police Officers and Dispatchers shall receive compensatory time off for any special holiday time specifically voted upon by the Cape Elizabeth Town Council, or by designation of the President of the United States, upon such conditions that all other regular employees receive such time off. This shall not include early or full day closings due to weather, heat conditions or employee recognition activities.

Article X Sick Leave

Section 1. Sick Leave shall accrue to regular, permanent employees at the rate of eight hours for each calendar month of service cumulative to a maximum of 1120 hours. Sick leave may be used only in the following cases:

- a. Personal illness or physical incapacity of such a degree as to render an employee unable to perform the duties of the position.
- b. Attendance upon members of the family within the household of the employee when their illness requires care by such employee, not to exceed three (3) scheduled work shifts for any one such illness.

If requested by the Chief of Police, the employee shall furnish the Chief of Police a certificate from an attending physician at the expense of the Town.

Section 2. “Extra-hazardous Injuries. An employee covered by this Agreement who is injured on the job while performing extra-hazardous duties, shall receive, in addition to reimbursement paid or payable or loss of income under Workers’ Compensation Act, an amount sufficient to bring him up to his base weekly salary while any incapacity exists for a maximum of twenty-six (26) weeks provided that such injuries are not found to have resulted from negligence of such employee. After the first twenty-six (26) weeks, the Town Council may extend the leave after review. All benefits will continue as if the employee was on a work basis.

Extra-hazardous injuries shall be defined as follows:

- a. Injuries sustained while pursuing, apprehending, arresting, detaining suspects, or conducting an investigation.
- b. Injuries incurred during the official operation of a police motor vehicle in emergency situations.
- c. Injuries incurred while standing on a roadway directing traffic, provided the officer has not unreasonably neglected to wear safety equipment provided the officer when available.
- d. Injuries sustained while actively engaged in suppressing riots, insurrections, and similar civil disturbances.

- e. Injuries sustained in any other authorized situation in which the officer, because he is a police officer, is exposed to conditions not confronted by the average Town employee other than firemen.

Section 3. Any regular, permanent employee who is separated in good standing from employment by the Town after employment for not less than ten (10) years will be compensated in cash for thirty percent (30%) of his accumulated sick leave at his final base hourly rate, and after not less than fifteen (15) years for fifty percent (50%) of his accumulated sick leave at his final base hourly rate. This payout shall only be on the first 960 hours of sick leave. If any employee shall die in the line of duty, then his or her estate shall receive 100% of the accumulated sick leave up to 1120 hours.

Beginning in January 2010 and thereafter between January 1st and January 15th of each year, an employee may elect to take up to 40 hours of unused accumulated sick pay in regular pay. This sick pay will not be computed as hours worked for purposes of overtime calculation or for any other purpose. It will be paid in regular time.

Article XI Bereavement Leave

Section 1. A regular, permanent employee shall be excused from work for up to 40 hours upon request as required due to death of his spouse, child, or stepchild residing in his household.

Section 2. A regular, permanent employee shall be excused from work for up to 24 hours upon request as required due to death of parents, brother, sister, brother-in-law, sister-in-law, grandparents, mother-in-law and father-in-law. It is intended that this time be used for the purpose of handling necessary arrangements and attendance at the funeral.

Section 3. The Chief of Police may make extension to bereavement leave upon request of the employee. Extensions may be of time and/or for other family members.

Article XII Association Activities

The Town agrees to the following Association activities on the Town premises without loss of pay:

1. Representatives of the Association may post Association notices on the bulletin board provided for same.
2. Representatives of the Association shall be allowed time off, with pay, for meetings with Town officials concerning Association negotiations and business, or transmitting Association notices, provided said time does not interfere with work flow requirements as determined by the Chief of Police.

3. Representatives of the Association shall be allowed time off, with pay, during the regular work or shift hours to investigate grievances or to attend grievance hearings, but not to exceed a total of two (2) hours per week except with written permission of the Police Chief.

Article XIII Clothing and Fitness Provisions

Section 1. The Town shall provide up to \$425 per year for the necessary acquisition and replacement of uniforms for employees covered by this Agreement who are required to wear uniforms and for business attire for positions requiring business attire. The initial purchase of uniforms shall be considered chargeable to the annual \$425 allowance. The Town shall repair or replace any article of the required uniform damaged during extra-hazardous duty. Additionally, the Town shall replace any article of the required uniform stolen while on duty, provided the theft of the uniform item did not result from the owner's negligence. All requests for repair or replacement of damaged or stolen uniforms shall be submitted within twenty-four (24) hours of the occurrence.

Section 2. The Town shall pay effective January 1, 2006 each Police Officer, and Dispatcher, when applicable, \$50.00 per month on account of uniform cleaning, payable in a lump sum on the first payday in each December.

Section 3. The Town shall provide up to \$250 per year to reimburse any employee for a fitness or health club membership. Reimbursement shall be upon Town receipt of a paid invoice.

Section 4. The Town shall develop a voluntary fitness testing program. Upon passing the Maine Criminal Justice Academy 40% standard, an employee shall receive a \$400 annual stipend. The stipend shall be paid the first payday of December each year for employees then employed.

Article XIV Insurance and Pensions

Section 1.

A. The Town participates in the Maine Municipal Employees Health Trust (MMEHT) Comprehensive Plan. Employees have the annual option of choosing the MMEHT Comprehensive Plan and the MMEHT Comprehensive Point of Service Plan. If an employee chooses the more expensive plan, 100% of the incremental cost shall be paid by the employee. Effective January 1, 1999, single employees shall have 100% of their applicable premium assumed by the Town. Employees who have dependent coverage shall pay 20% of the total premium in addition to any cost for taking the more expensive MMEHT Comprehensive Plan. Coverage will begin on the first day of the next month after employment begins provided the MMEHT has approved all required forms. The Town of Cape Elizabeth reserves the right to participate in a different medical insurance plan, with comparable or better benefits, costs and claims service. The Town also reserves the right to change the health insurance plans if mandated to do so by the federal or state governments.

Upon leaving Town employment, federal COBRA requirements permit employees to continue on the Town policy at employee expense. MMEHT will notify departing employees of their options.

- B. Any employee eligible for more than single coverage, but who opts for single coverage or no coverage, shall split with the Town 50/50 any resulting savings. Any employee who opts for no coverage must annually show that they have coverage elsewhere. The savings shall be paid out during the first pay period in January and July of each year for the savings during the previous six months.
- C. The Town offers members of the Association the right to participate in a Section 125 Plan. Each year employees shall determine their level of participation. The rules governing participation are as indicated in the Town Personnel Code in effect as of June 1, 2008.

Section 2. The Town shall continue to provide Police Professional Liability Insurance for all police and dispatcher personnel covered by this Agreement.

Section 3. Effective July 1, 2008, The Town of Cape Elizabeth offers participation in the MainePERS Special Plan 2-C for all police officers and sergeants. Any officers and sergeants participating in this plan shall be responsible for any applicable buyback costs. Joining and buyback opportunities and deadlines are determined by MainePERS. The Town does permit employee funded buybacks in accordance with MainePERS regulations. The employee is responsible for the employee costs as determined by MainePERS.

Section 4. For non- MainePERS participants, the Town offers the ICMA Retirement Corporation Section 401A Money Purchase Plan. The Town will match regular employees contribution at a ten percent (10%) of gross wages level with the employee contribution to be paid through payroll deductions. The employee match is seven percent (7%.) Employees are fully responsible for any fees assessed to participants by the Plan and are responsible for choosing from among a number of investment options for the balances in their accounts.

Section 5. For employees in the ICMA Retirement Corporation Section 401A Money Purchase Plan, the Town shall offer, effective January 1, 1991, a disability plan with coverage similar to that provided by the MainePERS. The Town contribution for the plan shall be limited to 1% of the annual base salary of an employee including the base wage, Community Service Step and educational incentive pay. The employee shall pay any balance due through payroll deductions.

Section 6. The Town shall continue to make available to employees the ICMA Retirement Corporation Section 457 Deferred Compensation Plan. Employees are responsible for their own investment option decisions.

Article XV Complaints

Section 1. Any citizen complaint against any regular, permanent Police Officer or Dispatcher which will result in a detrimental entry in the personnel file of that employee shall be presented in writing and signed by the complainant, the employee involved and the Chief of Police.

**Article XVI
Grievance Procedure**

Section 1. Should the Association, or one of its members, feel aggrieved concerning the interpretation or application by the Town of any provision in this Agreement, the Association may seek adjustment of the grievance as follows:

- a. The Association, through an authorized steward, shall take up the grievance with the Chief of Police or his authorized representative.
- b. If the Association and the Chief of Police have not resolved the grievance within three (3) working days, and the Association wishes to continue the grievance process, the association shall submit the details of such grievance in writing to the Town Manager. Within five (5) 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 his decision within ten (10) working days after said meeting.
- c. In the event that the decision of the Town Manager rendered pursuant to (b) above is not acceptable to the Association, it may within ten (10) working days thereafter request that the matter be submitted to an arbitrator.

The Town and the Association shall mutually choose an arbitrator who shall not be a Town Official or employee, nor an Association member, official or representative. If the Town and Association fail to agree with five (5) working days upon a person to serve as the arbitrator, then either party may request the American Arbitration Association to appoint one.

- d. The arbitrator shall have no authority to add to, subtract from or modify the provisions of this Agreement. The decision of the arbitrator shall be binding as to the grievance submitted. The expenses of the arbitrator shall be shared equally by the parties.
- e. The time limits for processing of grievances may be extended by written consent of the parties. All references to working days in this article shall be interpreted to mean Monday through Friday not including holidays. All grievances shall be commenced not later than thirty (30) days after the occurrence of the event giving rise to the grievance, or within thirty (30) days after the time such event became known to the Association or to the employee or employees concerned, whichever shall be later.

Nothing in this Article shall diminish the right to any employee covered hereunder to present his own grievance as set forth in Chapter 9-A, Title 26, M.R.S.A.

**Article XVII
Discipline**

Section 1. Discipline of all personnel covered by this contract shall be in accordance with the Town of Cape Elizabeth Personnel Code, adopted by the Town on May 11, 1981, amended on June 22, 1982, and as may be further amended from time to time.

Section 2. The Town may adopt other changes in said Ordinance, not inconsistent with this Agreement, and shall advise and consult with the Association prior to their adoption.

**Article XVIII
Rules and Regulations**

Section 1. The Town may adopt and alter work rules, disciplinary rules and standards of performance and conduct, which shall not be inconsistent with the Agreement. The Town shall advise and consult with the Association prior to their adoption and shall post the same at least ten (10) days in advance of their taking effect.

**Article XIX
Strikes, Slowdowns and Lockouts Prohibited**

Section 1. The Association agrees that during the term of this Agreement, neither it nor its officers or members will engage in, encourage, sanction, support, or suggest any (1) strikes, (2) slowdowns, (3) mass absenteeism, (4) mass resignations, (5) picketing which would involve suspension of or interference with normal work of the department or other Town departments, or (6) any similar action which would involve suspension of or interference with the normal work of the department or other Town departments.

Section 2. In the event that Association members participate in such activities in violation of this provision, the Association shall notify those members so engaged to cease and desist from such activities and shall instruct the members to return to their normal duties. Any employee participating in these prohibited activities may be discharged by the Town.

Section 3. No lockout of Police Officers or Dispatchers shall be instituted by the Town during the term of this Agreement.

**Article XX
Miscellaneous**

Section 1. This Agreement constitutes the entire agreement between the Town and the Association and shall not be modified in any respect except by a writing approved and executed by both parties. The waiver of any breach or condition hereof by either party shall not bar the strict enforcement thereafter of all terms and conditions hereof.

Article XXI

Term of Agreement

Section 1. The provisions of this Agreement shall be effective from the date of signing and this Agreement shall govern the rights of the parties until June 30, 2011. It shall automatically be extended for successive one year periods thereafter unless either party shall give the other written notice of its desire to negotiate a new Agreement at least one hundred twenty (120) days prior to June 30th in the year 2008 or thereafter in which case negotiations shall begin not later than March 30th.

IN WITNESS THEREOF, The Town has caused this Agreement to be executed and its corporate seal to be affixed by Michael K. McGovern, its Town Manager, thereunto duly authorized by the Town Council of the Town of Cape Elizabeth and the Association has caused this instrument to be signed by Paul Fenton, its President, both as of the day and year first above written.

Town of Cape Elizabeth

Witness_____

By_____
Michael K. McGovern, Town Manager

**Cape Elizabeth Police
Benevolent Association**

Witness_____

By_____
Paul Fenton, President