

SCARBOROUGH PUBLIC SAFETY DISPATCHERS
ASSOCIATION - IAFF Local #5174

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TOWN OF SCARBOROUGH

July 1, 2024 – June 30, 2027

THIS AGREEMENT made and entered into between the TOWN OF SCARBOROUGH, MAINE (hereinafter "Town"), and the SCARBOROUGH PUBLIC SAFETY DISPATCHERS ASSOCIATION, IAFF LOCAL 51745174 ASSOCIATION (hereinafter "Local 5174"), as of this __ day of August, 2024.

The parties mutually agree as follows:

Article 1. NONDISCRIMINATION:

Members of the bargaining unit shall have the right to join, or refrain from joining, the Local 5174. No member of the bargaining unit shall be favored or discriminated against, either by the Town or by the Local 5174 because of his/her membership or non-membership in the Local 5174.

Article 2. RECOGNITION:

The Town recognizes the SCARBOROUGH PUBLIC SAFETY DISPATCHERS ASSOCIATION, IAFF LOCAL 5174 as the exclusive bargaining agent for the purpose of collective bargaining relative to wages, hours and working conditions for all full-time dispatchers employed by the Town of Scarborough Police Department who are public employees.

Article 3. WORKING HOURS:

Section 3.01 The regular work week shall be an average of forty (40) hours in any seven (7) day period.

Article 4. OVERTIME:

Section 4.01 Hours worked in excess of those set forth in Article 3 above shall be paid at the rate of one and one-half (1 1/2) times the base hourly rate. For purposes of this section, hours worked shall include sick leave, vacation, holiday, compensatory time, and bereavement. Nothing in the foregoing paragraphs 3 and 4 shall be deemed to prevent the Town from hiring additional part-time, non-unit personnel in order to reduce overtime. Each member of the bargaining unit shall have first refusal to fill shift vacancies created by sick leave, vacations, holidays, and training not to exceed eight (8) hours per member in any pay period

Section 4.02 If it becomes necessary, as determined by the Chief of Police, to recall a dispatcher from off-duty time or vacation, then the dispatcher will receive a minimum of three (3) hours of pay at one and one-half (1/2) times the regular rate.

Section 4.03 Hours worked on Thanksgiving Day, Christmas Eve (4:00pm to 12:00am), Independence Day (8:00am on July 4 through 8:00am on July 5) and Christmas Day (12:00 a.m. to midnight Thanksgiving Day and December 25) shall be paid at the rate of two (2) times the base hourly rate. There shall be no pyramiding or duplication of compensation by reason of any overtime or holiday or other premium pay provision of this Agreement.

Section 4.04 Employees assigned to either holdover, or report to duty early, with less than 24 hours' notice from the start of the assigned shift, will be paid two-times (double time) their regular hourly wage for the time required by administration with a three (3) hour minimum for call-ins. This only applies to administratively required, as determined by the on-duty supervisor, to respond to minimum staffing requirements or critical incidents.

Article 5. COURT TIME:

Section 5.01 In the event that an off-duty dispatcher is called in for a Court Appearance for dispatching related duties, the dispatcher shall be compensated or receive a minimum of three (3) hours pay at one and one-half (1/2.) times the regular rate. All witness fees received from the Court shall be remitted directly to the Town upon receipt.

Article 6. JURY DUTY:

Section 6.01 The Town shall pay to employees called for jury duty a full day's pay if said jury duty occurs on an employee's regularly scheduled workday. Employees will be required to turn over their jury duty pay to the Town upon receipt. Employees will provide an official statement of jury pay received and, if released from jury duty for the day, will report to work after checking in with the immediate supervisor.

Article 7. TRAINING:

Section 7.01 When dispatchers are required to attend department training in addition to their regularly scheduled forty (40) hour work week, that dispatcher will be compensated at one and one-half (1 1/2) times the base hourly rate, for all class time spent at that training session. No dispatcher will be compensated above and beyond the class time.

Article 8. MEETINGS:

Section 8.01 When dispatchers are required to attend departmental meetings in addition to their regularly scheduled forty (40) hour work week, that dispatcher will be compensated at one and one-half (1 1/2) times the base hourly rate, for all time spent at that meeting. No dispatcher will be compensated above and beyond the meeting time.

Article 9. CLOTHING:

Section 9.01 The Town agrees to pay up to Four Hundred and Fifty Dollars (\$450.00) for the replacement of clothing, approved by the Chief of Police, on an as-needed basis. Each year One Hundred Dollars (\$100.00) of the annual clothing allowance may be used for cleaning and maintenance.

Article 10. MEDICAL INSURANCE:

Section 10.01 The Town agrees to pay 100% of the cost of the single plan for each member of the bargaining unit who chooses the Maine Municipal Employees Health Trust (Trust) POS-C plan (or a substantially equivalent plan offered by the Town). The Town agrees to pay 50% of the difference between the cost of the single plan and whichever other plan is chosen.

In the alternative, any member of the bargaining unit may voluntarily elect, on an annual basis, to participate in the Maine Municipal Employees Health Trust PPO-500 plan and receive a weekly incentive payment. The weekly incentive payment is funded by 50% of the Town's savings between coverage for the actual POS-C and PPO-500 plans as elected by the employee. The incentive payment may be deposited into a Flexible Spending Account (FSA) in accordance with plan provisions and federal regulations, or paid out as taxable wages to the employee on a weekly basis.

Effective January 1, 2019 - Employees will be offered the opportunity to enroll in the POS-C or PPO-500 plans through the Maine Municipal Employees Health Trust. The Town agrees to contribute 92.5% of the single premium, 87.5% of the employee and child premium, and 82.5% of the family premium of the PPO-500 plan. Employees wishing to enroll in the POS-C will pay the difference in premium between the amounts the employer would otherwise pay towards the PPO-500 plan.

Section 10.02 Members of the bargaining unit who are either currently covered or can be covered under other medical coverage can opt to receive an annual buy-out payment equal to 25% of the Town's savings for the coverage the employee would otherwise be eligible for, less the cost of the basic life insurance policy. Proof of valid health coverage must be presented in order to be eligible for this option.

Section 10.03 The Town agrees to provide a Flexible Spending Account Plan for medical and dependent care expenses.

Section 10.04 The Town agrees to pay 50% of the cost of a single subscriber's dental plan, which is selected by the Town and the Local 5174.

Article 11. RETIREMENT:

Section 11.01 The Town agrees to maintain the current retirement plan with the Maine Public Employees Retirement System (MainePERS) Plan 3C. For employees in the MainePERS 3C plan, the Town will match employee contributions to the I.C.M.A. 457 plan up to 1%. In place of the MainePERS Plan, the dispatcher may choose the I.C.M.A. 401 Money Purchase Plan, in which case, the employee's contribution to the I.C.M.A. plan shall be at least 6% and the Town will match the 6%. For employees in the 401 plan, the Town will contribute up to an additional 4% to the employee's I.C.M.A.457 Plan, if the employee chooses to match up to the 4% maximum. On an annual basis, each employee must designate the level of their participation in the I.C.M.A. 457 by the date determined by the Town.

Employees employed as of July 31, 2021 and enrolled in MainePERS will have the one-time option to retire and be rehired on the same step and grade. The Town agrees to contribute the mandatory UAL contribution, up to 5%, as defined by MainePERS, for employees classified as, or determined to be, retirees returned to work (RRTW) by MainePERS. Employees classified as RRTW will be ineligible to participate in the ICMA 401 Plan outlined above but will be eligible for a matching contribution up to 4% to a 457 plan.

Article 12. RETIREMENT HEALTH SAVINGS ACCOUNT:

Section 12.01 The Town agrees to create a Retirement Health Savings Account (RHSA) for members of the collective bargaining unit. The RHSA will contain the following provisions:

- (a) A participant in the RHSA shall contribute pre-tax dollars, via payroll deduction, to the account, under the current plan provisions.
- (b) Employees shall not be eligible to participate in the RHSA until they have successfully completed their one-year probationary period.

Section 12.02 The following shall be deposited into RHSA:

(a) Employee Contributions from Income:

i) Steps 2 thru 5 2% of gross pay on a weekly basis ii) Steps 6 thru 11 3% of gross pay on a weekly basis

(b) Vacation Time Accrual Contribution - At the end of the calendar year all unused vacation time in excess of the annual accrual limits shall be deposited into RHSA. Participants with less than fifteen (15) year of service shall have all vacation hours in excess of 160 hours of vacation deposited into RHSA, and participants with fifteen (15) or more years of service shall have all vacation hours in excess of 240 hours of vacation deposited into RHSA. Upon approval of the Town Manager, participants may elect to "work up to half of their annual vacation time with pay.

(c) Holiday Time Accrual Contribution - At the end of calendar year participants who have accrued holiday hours in excess of ninety-six (96) hours shall have those hours deposited into RHSA.

(d) Personal Time Contribution - At the end of the calendar year all personal time hours shall be deposited into RHSA. The maximum number of personal time hours for deposit shall be limited to thirty-two (32) hours at the end of the calendar year reduced by the number of personal time hours used (if any) during the calendar year.

(e) Sick Leave Accrual Contribution - Participants with seven-hundred and twenty (720) or more accrued sick hours at the end of the calendar year shall have twenty-four (24) sick hours deposited into RHSA. At termination, fifty percent (50%) of all compensable sick hours shall be deposited into RHSA.

(f) A participant in the RHSA may only withdraw funds for medical expenses. Withdrawal of funds may occur only upon separation from employment or in accordance with the plan documents.

(g) If an employee qualifies for the Town's Long Term Disability Program, the employee would be provided access to their monies in the RHSA for the same period of time they are eligible for Long Term Disability. When Long Term Disability ends, access to the monies in the RHSA also ends.

Article 13. SICK LEAVE:

Section 13.01 All full-time employees shall be entitled to sick leave with pay at the rate of one day per month commencing with the date of initial employment. Sick leave is defined as leave granted due to personal illness or non-work related bodily injury. A maximum of one hundred twenty days of sick leave shall be accrued and carried forward from one calendar year to the next.

A doctor's certificate may be required for sick leave by the Town Manager upon recommendation of the respective department head. False or fraudulent use of sick leave shall be cause for disciplinary action.

Section 13.02 An employee shall report all absences to his/her supervisor prior to the start of his/her regularly scheduled day. Failure to report within this period may be considered justification for disallowing sick leave for that day.

Section 13.03 Unless otherwise specified by the supervisor, employees shall be expected to call on each day of absence. When the nature of the absence indicates an extended period of time away from work, longer intervals of reporting shall be established by the supervisor.

Section 13.04 Sick leave, limited to one (1) day, at the discretion of the department head, may be granted to an employee because of an instance of illness of a member of the employee's immediate family. Immediate family is defined to mean spouse, child, parents, brothers, sisters, mother-in-law, father-in-law, grandfather, grandmother, grandchildren, stepfather, stepmother, domestic partner (as defined by Maine Insurance Code under State of Maine Statutes), or other relative living in the same household as the employee.

Section 13.05 Payment of Unused Sick Leave - Upon retirement or separation in "good standing" the equivalent of one-third (1/3) of the accumulated, unused sick leave shall be paid to an employee, who has completed 5 years of service, subject to a maximum period of forty (40) days, one-half (1/2) after 10 years, subject to a maximum of 60 days, three quarters (3/4) after 15 years, subject to a maximum of 90 days and 100% after 20 years to a maximum of 120 days. Payment will not be made prior to the employee completing his/her last day of work, but will be paid thereafter. In the event of the death of an employee, his/her designated beneficiary shall receive the above payment for unused sick leave. A member's estate shall receive 100% of accrued sick leave for a qualified line of duty death (refer to Article XII.3.e.).

Section 13.06 In order to be deemed to have separated from employment in "good standing," an employee's employment must have been terminated pursuant to voluntary resignation or retirement or separation from employment for reasons other than cause, and, in case of voluntary resignation or retirement, the employee must have submitted a written notice to the Town fourteen (14) days in advance of the employee's last day of actual work.

Section 13.07 Any absence from duty for which sick leave is paid, or for official leaves of absence, shall not constitute a break in the service record.

Article 14. FAMILY MEDICAL LEAVE ACT:

Section 14.01 Family Medical Leave is granted to all employees under the guidelines established by the statutes of the State of Maine and the United States as set forth by the Town's Personnel Ordinance.

Article 15. BEREAVEMENT:

Section 15.01 Each member of the bargaining unit shall have five (5) consecutive days off: in the event of death of a spouse, child, parent, or domestic partner (as defined by Maine Insurance Code under State of Maine Statutes), and up to three (3) consecutive days off, in the event of the death of a member of the immediate family. The Chief of Police may approve additional days off should the Chief deem them necessary. Days off which are approved as bereavement leave shall be with pay.

Section 15.02 Immediate family is defined to mean spouse, child, parents, brothers, sisters, mother-in-law, father-in-law, grandfather, grandmother, grandchildren, stepfather, stepmother, domestic partner (as defined by Maine Insurance Code under State of Maine Statutes), or other relative living in the same household as the employee. The Chief of Police may grant leave in the event of the death of other members of the family at his/her discretion.

Article 16. VACATIONS:

Section 16.01 Vacation privileges are available to full-time employees only, at the convenience of the Town of Scarborough. Employees will be credited on January 1 of each year with the vacation leave they will earn over the calendar year according to the schedule below. Employees who separate employment will have their time used reconciled with the time earned. The employee will be responsible for repaying any used but unearned time. Each full-time employee shall earn vacation with pay on the following basis:

- (a) One and one quarter (1 ¼) workdays shall be earned for each completed full month of service during the first through tenth years of service.
- (b) One and one half (1 ½) workdays shall be earned for each completed full month of service during the eleventh through fifteenth years of service.
- (c) One and three fourths (1 ¾) workdays for each completed full month of service during the sixteenth through the twentieth years of service.
- (d) After Twenty (20) years of service, two (2) workdays for each completed full month of service shall be earned.

Section 16.02 Vacations shall be granted after the successful completion of the probationary period.

Section 16.03 In case a holiday falls within the vacation period, the vacation will be extended to compensate therefore.

Section 16.04 Employees may be entitled to work half their vacation period with pay upon approval by the Town Manager.

Section 16.05 Employees with less than fifteen (15) years of service shall be entitled to accumulate twenty (20) days of vacation. Employees with fifteen (15) years or more of service shall be entitled to accumulate thirty (30) days of vacation.

Section 16.06 Vacation, holiday, personal, and compensatory time off requests for the following holidays may be granted only if voluntary coverage is found: Independence Day, Christmas Eve, Christmas Day, Thanksgiving Day, New Year's Day, and New Year's Eve.

Section 16.07 Accrued vacation leave shall be paid to employees in good standing, as defined in Section XIII above, upon their separation from employment, or to their beneficiary or estate upon their death.

Article 17. PERSONAL TIME:

Section 17.01 Each employee will be entitled to thirty-two (32) hours of personal time per year. Hours taken as personal time will be deducted from accrued sick leave.

Article 18. HOLIDAYS:

Section 18.01 Members of the bargaining unit shall, in addition to the regular weekly wages for actual hours worked, receive holiday pay for the following holidays; New Year's Day, Martin Luther King Day, President's Day, Patriot's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, day after Thanksgiving, Christmas Day.

Section 18.02 Members may turn in up to seven (7) holidays for the appropriate monetary equivalent rate of compensation.

Article 19. UNION NEGOTIATING COMMITTEE:

Section 19.01 Members of the LOCAL 5174 Negotiating Committee who are certified as such in writing to the Town Manager, shall be allowed time off without loss of benefits to represent the Association in collective bargaining with the Town at meetings mutually scheduled by the Town and the Association.

Article 20. GRIEVANCE PROCEDURE:

Section 20.01 Grievances, which for the purposes of this AGREEMENT shall be defined as disputes with respect to the interpretation or application of the specific terms of this AGREEMENT, shall be processed in the following manner:

(a) A member of the bargaining unit who believes he has a grievance shall first present the grievance, in an informal manner, within ten (10) calendar days of its occurrence, to his/her immediate supervisor or department head. A reasonable effort shall be made to resolve the grievance, informally, within ten (10) calendar days.

(b) Nothing in this Article shall be construed to mean that any member of the bargaining unit shall automatically be supported by, reimbursed by, or have a grievance presented by an LOCAL 5174 grievance without prior approval in writing of the LOCAL 5174 Grievance Committee.

(c) If the member of the unit is not satisfied with the decision rendered above, the LOCAL 5174 shall reduce the grievance to writing and submit it to the Chief of Police within fifteen (15) calendar days of the decision above. The written grievance shall contain: (a) a concise statement of the events allegedly giving rise to the grievance, (b) the specific section of this AGREEMENT alleged to be violated, (c) all evidence available in support of the claimed grievance, and (d) a statement as to when the grievance arose, became known or should have become known to the member of the unit. A written determination with respect to the grievance shall be made by the Chief of Police within ten (10) calendar days.

(d) If the decision of the Chief of Police is not satisfactory to the member of the unit the LOCAL 5174 may appeal the grievance to the Town Manager, in writing, within ten (10) calendar days. The Town Manager shall render his/her decision in writing to the member of the unit and the LOCAL 5174 within ten (10) calendar days of the date the grievance is received.

(e) In the event that the determination of the Town Manager is not acceptable to the LOCAL 5174, it may, within ten (10) calendar days after the date of that determination or the date the determination is due, request that the matter be submitted to arbitration by notifying the Town Manager in writing by certified or registered mail.

(i) The arbitrator shall be selected by the Town Manager and the LOCAL 5174 within ten (10) calendar days after the notice has been received and the arbitration proceeding shall be conducted promptly thereafter. If the parties fail to agree upon an arbitrator, either may request the Maine Labor Relations Board to provide an arbitrator in accordance with its rules.

(ii) The decision of the arbitrator shall be final and binding with regard to the dispute and consistent with applicable law and this AGREEMENT. The arbitrator shall not have the authority to amend or modify or establish new terms or conditions with respect to this AGREEMENT. Wherever possible the arbitrator shall render the decision within thirty (30) calendar days after the conclusion of the hearing and any final written or oral argument.

(iii) All fees and expenses for the arbitrator's services and the proceedings shall be borne equally by the Town and LOCAL 5174. However, each party shall be responsible for bearing the costs of preparing and presenting its own case and 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.

(iv) Grievances not processed within the time periods provided by this Article shall be deemed waived.

Article 21. WAGES: SEE "APPENDIX A"

Section 21.01 Newly hired dispatchers may be placed by management up to level of Step 22 in the above wage scale for qualified candidates. This shall be for the purpose of determining salary only and shall not be construed as to affect their level of seniority. Seniority shall be determined as outlined in Section 29 of this contract.

Article 22. STIPENDS:

Section 22.01

Dispatchers are eligible for a \$.15/hour stipend for obtaining their EMD/EFD-Q certifications. Lead Dispatchers are ineligible for this stipend.

Employees assigned as Field Training Officers (FTO) shall receive a stipend of \$3.00/hour for all hours worked in the direct performance of field training.

Article 23. WORK RULES:

Section 23.01 The Town reserves the right to establish reasonable work rules for all members of the bargaining unit, which rules may include procedures for discipline of members of the bargaining unit

Article 24. MANAGEMENT RIGHTS:

Section 24.01 Except as may be specifically provided in this AGREEMENT, the determination and administration of policy for the Scarborough Police Department, the operation of the Scarborough Police Department and the control, supervision and direction of all members of the bargaining unit are reserved to, and vested exclusively in, the Town. Further, the Town specially reserves and retains to itself all rights of power that it has or may hereafter be granted by law and may exercise the same at its discretion without any such exercise being made the subject of a grievance or prohibitive practice charge.

Article 25. DUES DEDUCTION:

Section 25.01 The Town agrees to deduct from salaries money for LOCAL 5174 dues upon receipt of individual written authorization from members of the bargaining unit. The amounts to be deducted shall be certified to the Town by LOCAL 5174, and the aggregate authorized deductions of all employees shall be remitted promptly to the LOCAL 5174 In the event that dues are increased, the LOCAL 5174 shall notify the Town at least thirty (30) days prior to the effective date of the dues increases. The LOCAL 5174 shall indemnify, defend, and hold the town harmless against any claims made, and any suits

against the Town on account of payroll deductions of said dues. The LOCAL 5174 agrees to refund to the Town any amounts paid to it in error on account of the payroll deduction provision upon presentation of proper evidence thereof. It is expressly agreed and understood that any

payroll deductions made pursuant to this Article shall be made periodically at the convenience of the Town.

Article 26. INJURIES ON DUTY:

Section 26.01 Employees who are covered by this AGREEMENT and who sustain an accepted worker's compensation claim due to a workplace injury or illness shall receive in addition to compensation paid or payable under the Worker's Compensation Act an amount sufficient to bring them up to full salary while any incapacity exists for a period not to exceed three (3) months provided the dispatcher was not acting in negligent manner or in violation of any departmental policy or rule. Employees will sign their worker's compensation payment over to the Town while they continue to receive their full salary. If employees remain incapacitated for more than three (3) months, the difference between their worker's compensation payment and their full salary will be supplemented by using hourly sick accruals and/or, at the request of the employee, vacation time accruals. Employees will continue to sign their worker's compensation over to the Town as they receive their full salary that was supplemented by their hourly sick and/or vacation accruals. All payments for health insurance and other benefits will continue to be deducted. Once employees have exhausted their hourly sick and/or vacation accruals, they will keep their worker's compensation payment. Employees will then be responsible for paying their fair share of health insurance and other benefits. Employees are eligible to receive Long Term Disability after ninety (90) days of incapacity.

Section 26.02 Injured employees shall return to work when it is medically determined that they can either return to their pre-injury position or when light duty is available within their work restrictions at the Public Safety Department. If employees remain out of work, their future employment status will be determined when they reach Maximum Medical Improvement (MMI). If the MMI evaluation determined that employees will not be able to return to work, they may be subject to non-disciplinary termination.

Section 26.03 Federal and State guidelines pertaining to Family Medical Leave as set forth in the Town's Personnel Ordinance shall be granted after three (3) days of absence.

Section 26.04 The Town reserves the right to require an independent medical examination to determine the extent of incapacity and the Town reserves the right to require the employee to perform work for which he/she is physically and mentally qualified to perform.

Article 27. EDUCATION AND MILITARY SERVICE INCENTIVE PLAN:

Section 27.01 To encourage professional development, the Town agrees to implement an educational incentive pay plan as set forth in this section. Any full-time employee covered by this AGREEMENT shall receive an annual cash award computed at the rate of \$8.00 for each credit accumulative up to a maximum of 120 credits for courses completed at an accredited institution for higher learning with a grade of "C" (or its numerical equivalent) or better and in the field of law enforcement or public administration. This award will be paid hourly.

Effective January 1, 2019, the Town will provide a stipend of \$.25/hour for a completed Associates Degree, \$.50/hour for a completed Bachelor's degree and \$.67/hour for a completed Master's Degree. Employees will receive a single stipend for the highest degree earned and there will be no compounding for multiple degrees.

Effective July 1, 2024, the Town will provide a stipend of \$.25/hour for employees with military service.

Section 27.02 The Town agrees to reimburse any full-time employee covered by this AGREEMENT, 80% of the cost of tuition and books for pre-approved courses completed at an accredited institution for higher learning with a grade of "C" (or its numerical equivalent) or better and in the field of law enforcement, public administration or another field approved by the Chief of Police. The amount of the 80% reimbursement is based on the equivalent of the cost of tuition and books charged at Husson College law enforcement program(s).

Section 27.03 The town will provide funding for each fiscal year for up to four (4) undergraduate courses per semester. In the event that employees wish to take graduate courses, any remaining funds will be allotted to them each semester. If the total allotted amount is not completely expended in the fall semester, the balance will be added to the available balance for the spring semester.

Section 27.04 The following process will be used for distribution of educational reimbursement to employees covered by this agreement:

(a) Employees must submit a per-authorized approval request to the Police Chief for educational reimbursement for each class the employee intends to take by the semester cut-off date; August 1st for the fall semester and January 1st for the spring semester.

(b) After all requests are submitted and approved, that semester's allowance will be divided by the number of requests and will be reimbursed as outlined in section 27.03. If the total dollar amount to be reimbursed exceeds that semester's allowance, the allotment will be divided equally among the total number of requests until all of the available funds for that semester have been distributed.

Article 28. MAINE PAID FAMILY MEDICAL LEAVE:

Maine Paid Family and Medical Leave (PFML): The Maine Paid Family and Medical Leave (PFML) law rules and payroll withholdings will begin on January 1, 2025. The contribution per employee is 1.0% of an individual's wages, split equally between the employee and the Town. Benefits are scheduled to become available on May 1, 2026. The Town and Union agree that either party may reopen the applicable portions of leave-related articles in this Agreement for the limited topic of addressing PFML.

The parties further agree to meet in a Labor Management meeting prior to any statutory change that effects the leave benefits and costs set forth in this Agreement, and to amend to Agreement as may be required to comply with Maine and/or federal law for that purpose only. The parties further agree that, notwithstanding any Legislative changes, the total leave benefits available to employees under this Agreement shall not increase or decrease as a result of any Legislative changes, requirement or obligations.

Article 29. MILITARY LEAVE:

Each employee currently serving in the military will be entitled to forty (40) hours of paid time off per calendar year to fulfill the duties and responsibilities of military training, deployment or other qualified service.

Article 30. SENIORITY:

Section 28.01 It is agreed that seniority shall be determined by length of full-time service. In case of layoffs, employees with the longest seniority shall be laid off last. The Town will furnish the Association with a list of employees with their length of service. An employee shall not forfeit seniority during absences caused by illness, accident or an approved leave of absence.

Article 31. MEMBERS RIGHTS:

Section 31.01 A. Discharge, suspension or discipline of members of bargaining unit shall be for good and sufficient cause

Section 31.02 Prior to interrogation of unit members regarding investigations of misconduct, the member shall be informed of the alleged conduct, which is the subject matter of the interrogation, and a representative of the Association may, if desired by the member, be present during the interrogation .

Section 31.03 Complaints, except oral reprimands, against a member of the bargaining unit shall be reduced to writing and a copy shall be given to the member.

Section 31.04 Members of the bargaining unit shall have the right to inspect their personnel files in accordance with applicable law.

Article 32. STRIKES AND SLOWDOWNS:

Section 32.01 The Association agrees that during the term of this AGREEMENT neither it nor its dispatchers 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 the normal work of the department or other Town departments.

Article 33. PROBATION PERIOD:

Section 33.01 All new employees, upon being hired, shall serve a probationary period of one year from date of hire. Any break in employment lasting longer than two weeks during the probationary period including but not limited to absence for medical reasons or military leave, shall not be credited towards the probationary period. If the employee is deemed to be unsatisfactory during the probationary period, the Police Chief may remove the employee. Said

removal shall not be subject to the grievance procedure of this contract. The probationer shall be covered by all other benefits of this AGREEMENT after six (6) months from date of hire.

Article 34. SEPARABILITY:

Section 34.01 In the event any provision of this AGREEMENT is found to be in conflict with any laws of the State of Maine, the Town Charter, or other applicable laws, such invalidity shall not affect the validity of the remaining provision.

Article 35: MENTAL HEALTH INCENTIVE:

Recognizing the impacts stress and trauma can inflict on first responders and emergency services personnel, all employees will be required to visit a Town provided mental health clinician on an annual basis. Effective January 1, 2025, employees will receive \$.50/hour. Effective July 1, 2026, employees will be eligible for \$.75/hour.

The information the Town will receive from the provider will be limited to confirmation of attendance at the appointment. The details of the visit, including topics, issues, specific concerns or stressors, work related or non-work related, will remain confidential subject to any mandatory reporting required by law.

Article 36 - PHYSICAL FITNESS AND WELLNESS:

Effective April 1, 2025, employees will be eligible to participate in the Physical Fitness and Wellness Incentive as described in Appendix B. Eligible Employees will receive \$1.00/hour. Effective July 1, 2026, eligible employees will receive \$1.25/hour.

Article 37. DURATION OF AGREEMENT:

Section 37.01 Except as specifically provided, the provisions of this AGREEMENT shall be effective as of July 1, 2024, and shall continue in full force and effect until June 30, 2027. This AGREEMENT shall not be modified in whole or in part by the parties except by an instrument, in writing, duly executed by both parties, and it is expressly understood and agreed that this AGREEMENT SHALL expire on the date indicated above.


This AGREEMENT incorporates the entire understanding of the parties on all matter, which were or could have been the subject of collective negotiations. During the term of this AGREEMENT, neither party shall be required to bargain with respect to any such matter, whether or not within the knowledge or contemplation of either or both of the parties; at the time they bargained for or executed this AGREEMENT.

Section 37.02 In consideration of the mutual promises and covenants contained herein, the Town and Local 5174 agree, that, notwithstanding the language in Paragraph 33 2012-2015 collective bargaining agreement between the parties, if the Town should decide to consider the

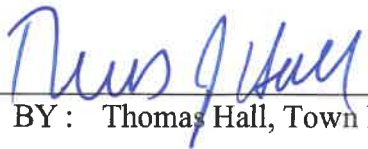
regionalization or contracting out of dispatch services at any time during the duration of the contract, the Town agrees to meet and confer with Local 5174 a minimum of 90 days prior to the effective date of such a change. This discussion will include the impact of a decision to include severance pay.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed as indicated below.

ATTEST:




Witness



BY : Thomas Hall, Town Manager



Witness
Duly Authorized



BY : Jay McAdams, Its President

Witness

BY: Michael Crouse
Labor Relations Specialist

Appendix A – Wage Scale

July 1st 2024			July 1st 2024		
Dispatcher	Year 1		Lead Dispatcher	Year 1	
Step Number	Weekly	Hourly	Step Number	Weekly	Hourly
1	\$ 1,160.00	\$ 29.00	1	\$ 1,276.00	\$ 31.90
2	\$ 1,174.50	\$ 29.36	2	\$ 1,291.95	\$ 32.30
3	\$ 1,189.18	\$ 29.73	3	\$ 1,308.10	\$ 32.70
4	\$ 1,204.05	\$ 30.10	4	\$ 1,324.45	\$ 33.11
5	\$ 1,219.10	\$ 30.48	5	\$ 1,341.01	\$ 33.53
6	\$ 1,234.34	\$ 30.86	6	\$ 1,357.77	\$ 33.94
7	\$ 1,249.76	\$ 31.24	7	\$ 1,374.74	\$ 34.37
8	\$ 1,265.39	\$ 31.63	8	\$ 1,391.93	\$ 34.80
9	\$ 1,281.20	\$ 32.03	9	\$ 1,409.32	\$ 35.23
10	\$ 1,297.22	\$ 32.43	10	\$ 1,426.94	\$ 35.67
11	\$ 1,313.43	\$ 32.84	11	\$ 1,444.78	\$ 36.12
12	\$ 1,329.85	\$ 33.25	12	\$ 1,462.84	\$ 36.57
13	\$ 1,346.48	\$ 33.66	13	\$ 1,481.12	\$ 37.03
14	\$ 1,363.31	\$ 34.08	14	\$ 1,499.64	\$ 37.49
15	\$ 1,380.35	\$ 34.51	15	\$ 1,518.38	\$ 37.96
16	\$ 1,397.60	\$ 34.94	16	\$ 1,537.36	\$ 38.43
17	\$ 1,415.07	\$ 35.38	17	\$ 1,556.58	\$ 38.91
18	\$ 1,432.76	\$ 35.82	18	\$ 1,576.04	\$ 39.40
19	\$ 1,450.67	\$ 36.27	19	\$ 1,595.74	\$ 39.89
20	\$ 1,468.80	\$ 36.72	20	\$ 1,615.68	\$ 40.39
21	\$ 1,487.16	\$ 37.18	21	\$ 1,635.88	\$ 40.90
22	\$ 1,505.75	\$ 37.64	22	\$ 1,656.33	\$ 41.41
23	\$ 1,524.57	\$ 38.11	23	\$ 1,677.03	\$ 41.93
24	\$ 1,543.63	\$ 38.59	24	\$ 1,698.00	\$ 42.45
25	\$ 1,562.93	\$ 39.07	25	\$ 1,719.22	\$ 42.98

Effective July 1, 2025 – Wage increases will be equal to the Employer Cost Index (ECI) for State and Local Government Workers table for the 12-month period ending 12/2024, with a minimum increase of 1% and a maximum

increase of 4%. If the ECI metric is between 4% and 6%, the employees will receive the difference on January 1, 2026.

Effective July 1, 2026 – Wage increases will be equal to the Employer Cost Index (ECI) for State and Local Government Workers table for the 12-month period ending 12/2025, with a minimum increase of 1% and a maximum increase of 4%. If the ECI metric is between 4% and 6%, the employees will receive the difference on January 1, 2027.

Appendix B – Physical Fitness and Wellness Incentive

Program Overview

Employees will have the opportunity to participate in a physical fitness program. Employees will be required to complete the following.

- 150 Minutes of moderate-intensity physical activity and; 2-days of muscle-strengthening activities per week (on average);
- Provide proof of annual physical through Primary Care Physician;
- Completion of two (2) Health Education Program Courses provided through the Maine Municipal Employees Health Trust annually.

Program Implementation

Employees will be responsible for completing the physical activity requirements in the quarter preceding the implementation of this program.

New Employees who are hired mid-quarter and otherwise complete the physical fitness requirements (150 minutes per week with 2 days of muscle strengthening activities) will receive a retroactive incentive.

Eligibility

Employees will have their physical activity measured quarterly (13 weeks).

Quarterly, employees will need a minimum of 1,950 minutes of moderate intensity physical activity and 26 days of muscle strengthening activities.

Recognizing the value of consistent and regular exercise, employees must complete measurable and recorded exercise in at least ten (10) weeks per quarter.

Pro-rata. Employees, who achieve 90% of the stated thresholds, will be eligible for 75% of the stipend for the following quarter.

Authorized Exercise Activity

Brisk walking, jogging, running, bicycling, swimming and specialized anaerobic/anaerobic gym equipment such as the rowing machine, elliptical trainer, stair mill and weight training equipment are examples of pre-authorized exercise. Specialized fitness classes such as yoga and spin with professional trainers and instructors are also presumptively approved fitness activities. Additional activities should be pre-approved by department administration for qualification.

Physical Restrictions/Disability

Employees who have physical restrictions as the result of injury or illness will not have those periods of incapacity count against their quarterly physical fitness totals so long as they otherwise meet the program thresholds for periods without physical restriction.

Fitness Record

The Town agrees to provide a platform for logging physical activity. Employees will be responsible for entering date and time of exercise, general activity, duration, location and a brief description/summary of exercise. All activities must be timely logged within forty-eight (48) hours of completion.

In the event physical activity cannot be logged within forty-eight (48) hours, an employee may request an exception with justification in writing to administration.

Exercise while-on-duty

Employees may have the opportunity to exercise while on duty subject to staffing levels, schedule, call volume and other work related conditions. While efforts will be made to provide exercise opportunities while on duty, employees are solely responsible for completing their physical fitness and wellness program requirements.

Annual Physical

Employees must submit a Physical Evaluation Acknowledgment Form (form provided by the Town) once per calendar year. The form will be acknowledged by the employee's Primary Care Physician's Office that the employee completed their annual physical. No other medical information is requested or required.

Maine Municipal Employee Health Trust (MMEHT) Health Education Programs

The Town agrees to provide a minimum of six (6) Health Education Programs per year. Program participants are responsible for attending a minimum of two (2) programs. The programs may be attended while on duty, subject to staffing conditions, but are not required to be provided while on duty. Efforts will be made to schedule these programs at convenient times and cognizant to shift changes. The town will, when possible, allow for remote participation or record sessions for viewing at a later date.