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267569

POLICE/DISPATCHER

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE TOWN OF FALMOUTH, MAINE

AND

THE MAINE ASSOCIATION OF POLICE

2006-2009

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1 **PREAMBLE**

2
3 This Agreement is made and entered into this _____ day of _____, 2007
4 by and between the Town of Falmouth, Maine, hereinafter referred to as the
5 “Town” and the Maine Association of Police, hereinafter referred to as the
6 “Union.”
7

8
9 **ARTICLE 1 - RECOGNITION**

10
11 The Town hereby recognizes the Union as the sole and exclusive collective
12 bargaining representative of all regular, full-time police officers below the
13 rank of sergeant and all regular, full-time dispatchers below head dispatcher
14 in the Falmouth Police Department and Public Safety Department.
15

16
17 **ARTICLE 2 - ACCESS TO PREMISES**

18
19 With the permission of the Chief of Police, representatives of the Union may
20 enter Town premises for the investigation of pending disputes under the
21 Agreement. A list of authorized Union representatives who may enter Town
22 premises shall be furnished by the Union within forty-five (45) days of the
23 effective date of this Agreement to the Town Manager and the Chief of
24 Police. The Union shall keep the Town informed of its current business
25 agent and stewards.
26

27
28 **ARTICLE 3 - BEREAVEMENT LEAVE**

- 29
30 A. A regular employee shall be excused from work for up to forty (40) work
31 hours, upon request, because of the death in his immediate family, as defined
32 below, and shall be paid his regular rate of pay for the scheduled working
33 hours missed. It is intended this time off be used for the purpose of handling
34 necessary arrangements and attendance at the funeral. Immediate family is
35 hereby defined to mean spouse, children, step-children, parents and step-
36 parents. Up to twenty-four (24) hours shall be granted because of a death of
37 brothers, sisters, grandmothers, grandfathers, grandchildren, mothers-in-law,
38 and fathers-in-law for purposes of handling necessary arrangements and
39 attendance at the funeral. Up to eight (8) hours shall be granted for the
40 attendance at a funeral of brothers-in-law, sisters-in-law, aunts or uncles.

- 1
2 B. Extensions of bereavement leave may be made by the Chief of Police upon
3 request by the employee. Said extensions will be charged to the employee's
4 accrued sick leave.
5

6
7 **ARTICLE 4 - BULLETIN BOARD**
8

9 The Town agrees to provide a bulletin board at the Public Safety Building
10 for the posting of appropriate Union notices. In no case shall information be
11 posted that is obscene, profane or derogatory to any individual or Town
12 official. In the event of a dispute as to the appropriateness of the material
13 posted, material shall be removed until the dispute is resolved.
14

15
16 **ARTICLE 5 - CLOTHING ALLOWANCE**
17

- 18 A. The Town agrees to provide the following annual clothing allowance for
19 regular employees covered by this Agreement for the normal acquisition and
20 replacement of uniforms as provided by the Chief of Police:
21

<u>Patrol Officers</u>	<u>Dispatchers</u>
\$400/yr	\$250/yr

22
23
24
25 with the understanding that a police officer may accumulate up to \$800 and
26 the detective may accumulate up to \$400.
27

- 28 B. The term "uniform" under this section shall be construed to include:
29

30 Patrol Officer - Hats, shirts, pants, jackets, winter coats, gloves, ties,
31 blouse (dress), required patches, shoes, boots and re-soling of same,
32 name tags, service ribbons, and protective vest.
33

34 Dispatchers - Pants, shirts, shoes (uniform optional), skirt.
35

- 36 C. The Town agrees to pay one hundred percent (100%) of the replacement
37 cost of equipment, with said equipment to be replaced on an as-needed basis,
38 provided said equipment has not been lost or destroyed by negligence of the
39 employee. Requests for replacement of equipment shall be in writing to the

1 Chief of Police or designee. The term "equipment" shall be construed to
2 include:

3
4 Equipment - two badges (hat and breast), weapons (one (1) semi-
5 automatic), cuffs, o/c spray, expandable baton, collar brass,
6 cloth/metal insignia, ammunition, whistle, flashlight, holster, cuff-
7 case, baton holder, belt stays, S.B. belt and bullet pouch, name tags,
8 service ribbons, protective vest.
9

10 All new hires (police officers) will be required to wear the protective vest at
11 all times. Exceptions may be granted by the Chief, e.g., road jobs,
12 undercover, detective, DARE, and medical reasons.
13

14 All officers employed prior to 7/1/98 shall be covered by existing
15 department policy regarding the use of protective vests.
16

- 17 D. The Town agrees to repair or replace three (3) items of personal property, if
18 damaged in the line of duty: eye glasses/eye wear, dentures, and watches.
19 The repair or replacement of watches shall be a maximum cost to the Town,
20 per incident, of sixty dollars (\$60.00).
21
- 22 E. The Town agrees to pay the following dry cleaning allowance for the care of
23 uniforms for police officers:
24

	<u>Cleaning Allowance</u>
Effective July 1 st	\$20/month

27 Said allowance is to be paid between December 1 - December 15 of each
28 year.
29

- 30
- 31 F. One-half of the clothing allowance as set forth in section A of this Article
32 may be used by any police officer assigned full time to the position of
33 detective for the purchase of civilian clothing.
34

35

36 **ARTICLE 6 - DUES DEDUCTION**

37

- 38 A. The Town shall deduct regular weekly dues upon receipt of signed
39 authorization from employees (a copy of which is to be retained by the

1 Town) and a certified statement from the Secretary/Treasurer of the local
2 Union as to the amount for dues.

3
4 B. The Town shall forward all such dues so collected to the Secretary/
5 Treasurer of the Union by the 10th of each month succeeding the month in
6 which deductions were made.

7
8 C. Credit Union. The employer agrees to deduct designated amounts each week
9 from the wages of those employees who shall have given the employer
10 written notice to make such deductions. The amount so deducted shall be
11 remitted to the applicable credit union each month. The employer shall not
12 make deductions and shall not be responsible for remittance to the credit
13 union for any deductions for those weeks during which the employee's
14 earnings shall be less than the amount authorized.

15
16 D. Town's Indemnification. The Union shall indemnify, defend and hold the
17 Town harmless against all claims and suits which may arise as a result of
18 any action taken pursuant to this Article.

19
20
21 **ARTICLE 7 - EMPLOYEE RIGHTS**

22
23 A. The Town may adopt disciplinary rules and work rules which will be posted
24 from time to time during the duration of this Agreement. All suspensions
25 and discharges of regular employees shall be for just cause (including, but
26 not limited to, violations of any rules adopted as provided above) and written
27 notice of the reasons for suspension or discharge shall be stated, in writing,
28 to the employee within five (5) days after the effective date of the action.

29
30 B. Any regular employee who is interviewed by the Chief of Police or designee
31 as to alleged misconduct, shall be informed of the nature of the alleged
32 misconduct and shall, during such interview, be entitled to consult with a
33 Union representative.

34
35 C. Whenever a complaint (written or oral) is lodged against an employee, the
36 following procedures will be followed:

37
38 1. The complainant shall contact the police chief. An attempt will be
39 made to solve the problem at this level. Complaints from juveniles
40 will be made in the presence of parents or legal guardians.

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2. If the complaint cannot be resolved at the informal level, then the complainant shall reduce the complaint to writing and define the specifics of the complaint, including the names of all witnesses, with his/her signature applied to the complaint.
3. A copy of the complaint will be supplied to the affected employee complained against and to the police chief. The police chief, or designee, will investigate the complaint. The employee has a right to exercise his/her constitutional rights regarding the investigation and to involve a Union representative at all interviews and/or hearings involving the complaint. The employee will be informed by the police chief whether the complaint is of a criminal nature or an inter-departmental investigation.
4. As a result of any investigation into the conduct or actions of an employee, a copy of the investigative report will be given to the employee, whether the report indicates that the complaint was suspended, and why, completed, or that the complaint was withdrawn by the citizen.
5. Should the employee be placed on administrative leave from duty during the investigation phase, the leave shall be with pay and benefits.

ARTICLE 8 - GRIEVANCE PROCEDURE

- A. For the purpose of this Agreement, a grievance is defined as a dispute concerning the interpretation or application of a specific term of this Agreement, but a grievance shall not include a dispute as to the rights or the exercise of the rights retained by the Town under the Management Rights Article of this Agreement. Any grievance shall be processed in the following manner:

Step 1. The aggrieved employee must present the grievance in writing to the Chief of Police within five (5) working days after the date of the incident grieved or within five (5) working days from the date he could reasonably be expected to know of the incident.

1 Step 2. Within ten (10) working days after receipt of the grievance, the
2 Chief of Police will meet with the aggrieved employee in an effort to resolve
3 the grievance.
4

5 Step 3. If the grievance is not resolved to the satisfaction of the Union
6 within ten (10) working days after that meeting, the Union may present such
7 grievance in writing to the Town Manager within five (5) working days after
8 that ten (10) working day period, and the Town Manager or his designee will
9 meet with representative(s) of the Union within ten (10) working days
10 thereafter. Within ten (10) working days after that meeting, the Town
11 Manager will render his decision to the Union in writing.
12

13 Step 4. In the event that the decision of the Town Manager rendered at Step
14 3 above is not acceptable to the Union, the Union may, within ten (10)
15 working days thereafter, request in writing to the Town Manager, that the
16 matter be referred to arbitration. The Town Manager and a Union
17 representative shall attempt to agree upon the selection of an arbitrator
18 within ten (10) working days after such request is submitted to the Town. If
19 they are not able to agree on an arbitrator, either party may file a request
20 with the Maine Labor Relations Board (MLRB) to supply a list of
21 arbitrators. If no MLRB arbitrator is mutually selected, then the Town and
22 the Union will follow the procedures established by the American
23 Arbitration Association for selecting an arbitrator.
24

25 B. The arbitrator shall have no authority to add to, subtract from or modify the
26 provisions of this Agreement. The arbitrator shall be without power to make
27 any decision which is contrary to law, which requires the commission of an
28 act prohibited by law, or which is violative of the terms of this Agreement.
29 The arbitrator's decision shall be binding, subject to appeal as provided by
30 law.
31

32 C. The Town and the Union shall bear equally the cost, fees and expenses of
33 the arbitrator. Other expenses shall be borne by the party incurring the
34 same.
35
36

ARTICLE 9 - HOLIDAYS

A. The following holidays shall be paid holidays for all regular employees covered by this Agreement.

- | | |
|--------------------------------|----------------------|
| 1. New Year's Day | 7. Labor Day |
| 2. Martin Luther King, Jr. Day | 8. Columbus Day |
| 3. Washington's Birthday | 9. Veteran's Day |
| 4. Patriot's Day | 10. Thanksgiving Day |
| 5. Memorial Day | 11. Christmas Day |
| 6. Independence Day | 12. Floating Holiday |

For those employees working a non-standard work schedule, four of the holidays may be taken on days when the employee is scheduled to work a ten (10) hour work shift. If a police officer who works on the rotation schedule [non 5 days/8 hour work day] takes Thanksgiving Day or Christmas Day as a holiday, then the time off must be deducted as a ten-hour holiday.

For those employees working a standard work schedule (8 hours per day, five days per week) and who take Thanksgiving Day or Christmas Day as a holiday, then the time off shall be deducted as an eight-hour holiday.

B. All regular employees who are required to work on one of the above stated holidays shall receive straight hourly base pay except on Christmas Day and Thanksgiving Day. All regular employees who are required to work on Thanksgiving Day or Christmas Day shall be paid for the hours worked on these days at two times (2x) their base hourly rate. In scheduling the Floating Holiday, the Chief of Police shall take into consideration operational needs and employee seniority.

C. Effective January 1, 2003, holidays will accrue on a yearly basis at the rate of 1.85 hours per week. The employees will continue to receive four (4) holidays that may be used on their ten (10) hour shifts, where the Town will only deduct eight (8) hours from the employee's accrued holiday time. Upon separation, the employee is entitled to any unused accrued holiday time.

ARTICLE 10 - HOURS AND OVERTIME

- 1
2
3 A. During the term of this Agreement, the regular work week for Patrol
4 Officers and Dispatchers shall be forty (40) hours. All hours worked in a
5 work week in excess of forty (40) hours by Patrol Officers and Dispatchers
6 shall be paid at the rate of one and one-half (1.5) times the base hourly pay
7 rate subject to the “Hours Worked” paragraph of this Article.
8
- 9 B. For purposes of this Article, “Hours Worked” shall include:
10
11 1. Hours actually worked
12 2. Hours compensated for by holiday base pay
13 3. Hours compensated for by court attendance pay
14 4. Hours compensated for by call-in pay
15 5. Hours compensated for by vacation pay
16
- 17 C. For purposes of this Article, “Hours Worked” shall not include:
18
19 1. Hours compensated for by sick leave pay
20 2. Hours compensated for by bereavement leave
21 3. Hours compensated for by jury pay
22
- 23 D. Regular employees in the bargaining unit who are required, during their
24 otherwise off-duty time, to attend court as witnesses in criminal cases related
25 to their duties as Falmouth Police Officers shall receive a minimum of three
26 (3) hours pay at their base hourly rate for such court attendance, provided
27 that all witness fees are paid directly to the Town.
28
- 29 E. Regular employees in the bargaining unit who are called in to work at time
30 outside of, or prior to and not annexed to, their regular scheduled shift shall
31 receive a minimum of three (3) hours pay at their base hourly rate for any
32 scheduled meeting such as training sessions or staff meetings. In the event
33 an employee is called in for an unscheduled event or meeting, the employee
34 shall receive a minimum of four (4) hours pay at their base hourly rate.
35 Employees who are called in during a scheduled vacation day will be
36 compensated for their time including the minimum three (3) hours call-in at
37 their overtime rate.
38

1 F. Compensatory Time

2
3 In lieu of paid overtime, an employee may elect to accrue up to sixteen (16)
4 hours of compensatory paid leave. The use of compensatory time is at the
5 discretion of the Police Chief or designee and it is intended to be used during
6 times that will not result in an overtime situation for the Town. In
7 scheduling the use of compensatory days, the Police Chief shall take into
8 account operational needs and employee seniority. Unused compensatory
9 days may accrue from one year to the next. Unused compensatory leave
10 shall be paid in the event employment ends.

11
12 G. During the duration of this Agreement, work schedules shall be posted thirty
13 (30) calendar days in advance of actual assignments for patrol functions
14 only, except in the case of unforeseen circumstances.

15
16 H. The Chief of Police or his designee will make a good faith effort to assign
17 overtime work as equally as practicable among regular employees in this
18 unit consistent with the operational needs and the efficient and effective
19 operations of the Police and Public Safety Departments.

20
21 I. In the event the Town elects to change the work schedule, it shall meet and
22 consult with the Union pertaining to the proposed schedule change,
23 including rotation. Alternative work schedules may also be discussed with
24 the Chief during this meet and consult process. It is understood that the
25 Chief's decision on scheduling is final and must comply with the language
26 contained in Section A of this Article.

27
28
29 **ARTICLE 11 - INSURANCE: LIFE, HEALTH, INCOME**
30 **PROTECTION AND RETIREMENT BENEFITS**

31
32 A. During this Agreement, the Town agrees to pay one hundred percent (100%)
33 of the employer and employee shares of the first Nine Thousand Dollars
34 (\$9,000) coverage for regular employees who accept life insurance coverage
35 under the Maine Retirement System Group Life Insurance Plan.

36
37 B. Health Insurance

38
39 1. During this Agreement, the Town will pay ninety percent (90%) of the
40 cost of group hospital, surgical and/or major medical insurance

1 premiums for regular employees for the Comprehensive Point of
2 Service (POS-C) - the managed care (point of service) option. An
3 employee may elect to participate in the Comprehensive Indemnity
4 Plan and shall pay any premium difference. The Town reserves the
5 right to change the insurance program and the insurer, provided the
6 benefits remain substantially the same as the current benefits.
7

8 2. If an employee elects to participate in the health insurance program or
9 meets the eligibility requirements for changing health insurance
10 coverage (single, adult with child(ren), two person, or family)
11 provided by the Town under this section, the employee must elect or
12 change coverage within 30 days of such eligibility. If the selection is
13 not made within thirty (30) days after eligibility and the carrier
14 permits retroactive coverage, the employee shall pay 100% of the
15 premium for the period from the retroactive effective date of the new
16 coverage to the date the employee applied for the new or increased
17 coverage. Premiums for the period following the date of application
18 shall be paid as provided in this section.
19

20 3. In the event that an employee has elected to have the Town deduct the
21 employee's benefits and withholding contributions as set forth in this
22 Article, the employee agrees that if he or she is unable to work and is
23 being paid directly through the Workers' Compensation system, the
24 employee shall be responsible for directly paying his or her
25 contribution to those insurance plans. The Town shall issue a single
26 reminder of this obligation to each employee who becomes
27 responsible under this provision for making those direct contributions.
28

29 C. During this Agreement, the Town agrees to pay fifty percent (50%) of the
30 employee cost of short term income protection insurance premiums for
31 regular employees who accept and/or who are required to participate in
32 income protection coverage under the conditions and terms of the Maine
33 Municipal Association Income Protection Plan. Any employee who elects to
34 participate in Town's long term disability/income protection agrees to pay
35 one-hundred percent (100%) of the cost.
36

37 D. In addition to the above, when an employee covered by this Agreement is
38 injured on the job, or disabled by occupational disease arising out of and in
39 the course of his employment (a valid Worker's Compensation claim), the
40 employee shall receive full gross pay for the first week of disability from the

1 Town, if payments from Worker's Compensation claim are not forthcoming
2 by the normal pay day when the wages are paid by the Town.
3

4 E. Coordination of Benefits/Wages
5

6 Any employee absent from work and who is eligible for paid leave benefits,
7 whether the benefit is paid by the Town or a third party vendor such as long
8 or short term disability protection or workers' compensation, may only use
9 paid leave benefits such as sick leave to bring the employee's paycheck up
10 to net average weekly pay. The intent of this provision is to prohibit an
11 employee from receiving a greater take-home pay while absent from work.
12 While on such leave, an employee shall continue to accrue paid leave time
13 based on the percentage of the employee's accrued leave used to obtain the
14 net average weekly pay.
15

16 **ARTICLE 12 - JURY PAY**
17

18 The Town shall grant leave to a regular employee called to jury duty or jury
19 service and pay the difference between his regular pay and his juror's pay
20 upon presentation to the Town of an official statement of jury pay received.
21 Employees excused from jury duty must report back to work during their
22 normal work or duty hours.
23

24
25 **ARTICLE 13 - MANAGEMENT RIGHTS**
26

- 27 A. Except as otherwise clearly and expressly limited by a specific term of this
28 Agreement, the Town has and retains all of its rights, powers, authority,
29 discretion and prerogatives and the sole and exclusive right to manage and
30 direct its operations and its employees.
31
- 32 B. The Union acknowledges the right of the Town to make such rules and
33 regulations governing the conduct of its employees as are not specifically
34 inconsistent with the terms of this Agreement. One (1) copy of any written
35 rules and regulations governing the conduct of employees in the bargaining
36 unit will be furnished to the Union Steward.
37
38
39
40

1 **ARTICLE 14 - ON-THE-JOB INJURIES**

2
3 Regular employees covered by this Agreement who are injured on the job
4 while performing their duties shall receive, in addition to compensation paid
5 or payable under the Workers' Compensation Act, an amount sufficient to
6 bring them up to full net salary while any incapacity exists and until they are
7 either placed on disability retirement or return to active duty; provided,
8 however, that the period of such benefit shall not exceed one (1) calendar
9 year. The Town Council, at its sole discretion, may extend said calendar year
10 period in a given case. Absence because of such injuries shall not be charged
11 to accumulated sick leave.
12

13
14 **ARTICLE 15 - PAY FOR SPECIAL DETAILS**

15
16 A. For special detail assignments, where the Department is reimbursed by non-
17 Town recipients of Police Department services, employees shall receive a
18 minimum of four (4) hours pay at one and one-half (1.5) times their base
19 hourly rate when the recipient is a “for profit” business and shall receive a
20 minimum of two (2) hours pay at one and one-half (1.5) times their base
21 hourly rate when the recipient is a “non-profit” enterprise or an approved
22 function of the Falmouth School Department.
23

24 B. The Chief of Police or his designee will make a good faith effort to give
25 priority as to special detail assignments to regular employees in this unit
26 consistent with the operational needs and the efficient and effective
27 operations of the Police and Public Safety Departments.
28

29 C. Strike-Duty Pay

30
31 In the event that any Falmouth police officer is working the same strike
32 detail with another police department, the police officer shall receive the
33 same hourly pay rate as the other police department’s officer if greater than
34 the above special detail hourly rate.
35

36 **ARTICLE 16 - PENSIONS**

37
38 Pursuant to the conditions set forth below and the attached “Side Letter
39 Regarding Transition Requirements”, members of the bargaining unit shall
40 be entitled to following pension benefits:

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A. Sworn Officers

1. Sworn officers hired before January 1, 2007 may elect to participate in one of the following pension plans: either the Town's I.C.M.A. Money Purchase plan or the Maine State Retirement System's Special Plan 2C. If the employee participates in the I.C.M.A. Money Purchase Plan, the Town shall contribute eight percent (8%) of gross annual earnings for each such employee who so requests, in writing, and each such employee shall contribute five percent (5%) of gross annual earnings into the I.C.M.A. Money Purchase Plan.
2. Any sworn officer hired after January 1, 2007 shall be offered participation in the Maine State Retirement System's Special Plan 2C and will not be eligible for participation in the Town's I.C.M.A. Money Purchase Plan.

B. Dispatchers

Dispatchers may elect to become members of the Maine State Retirement Participating Local District Plan AC, in accordance with MSRS statutes and rules, or elect to participate in the I.C.M.A. Money Purchase plan. If the employee elects to participate in the I.C.M.A. plan, the Town shall contribute eight percent (8%) of gross annual earnings for each such employee who selects the I.C.M.A. plan, and each such employee shall contribute five percent (5%) of gross annual earnings into the I.C.M.A. Money Purchase Plan.

C. The above provisions are subject to change at any time as required by changes in applicable laws or regulations and/or changes in the provisions of the retirement system or plan referred to, and are subject to the requirements of said retirement system or plan.

- 1
2 d. If all of the test requirements are passed at an average of eighty
3 (80) percentile, the employee shall receive \$700 each year.
4
5 e. If the employee does not meet any of the above requirements,
6 the employee shall not receive any physical fitness
7 compensation and shall be required to participate in the
8 Department's remedial physical fitness program. The employee
9 shall be retested every four (4) months until the goals of the
10 remedial program are met, or successful completion of the
11 above standards is met.
12
13 4. The Town shall pay annually \$10 towards the employee's health
14 insurance co-payment for the required physical exam with a licensed
15 physician, to determine whether the employee is capable of
16 participating in the required physical fitness test and/or the
17 appropriate level of participation.
18
19 5. The remedial physical fitness program, with definitive goals regarding
20 the physical fitness assessment test(s), shall be designed by either a
21 licensed physician or a professional fitness trainer. The purpose of the
22 remedial program is to improve those physical skills necessary to
23 successfully complete the Department's physical fitness test.
24
25 6. A dispatcher may elect to participate in the physical fitness program
26 and if a dispatcher passes three (3) of the four (4) requirements and
27 places in the 30th percentile of the failed requirement in any year, the
28 dispatcher shall receive \$200 per year. Dispatchers are not required to
29 participate in the remedial program.
30

ARTICLE 18 - PROBATION PERIOD

31
32
33 All new employees from date of hire shall serve a probationary period of
34 twelve (12) months, with the understanding that for police officers the
35 probationary period is twelve (12) months after graduation from the Maine
36 Criminal Justice Academy, and shall have no seniority rights during this
37 period. All employees who have worked said twelve (12) months shall be
38 known as regular employees and on their twelve (12) month anniversary
39 date, the first twelve (12) months of probationary employment shall be
40 considered part of the employee's seniority time. If the employee is deemed

1 to be unsatisfactory during the probationary period or at the end of said
2 twelve (12) month period, the Police Chief may remove the employee. Said
3 removal shall not be subject to the grievance procedure of this contract. The
4 probationer shall be covered by all other benefits of the Agreement after six
5 (6) months from the date of hire.
6
7

8 **ARTICLE 19 - RESIDENCE CLAUSE**
9

10 All present and future regular employees covered by this Agreement must
11 live and reside within a twenty (20) mile (portal to portal) call distance from
12 the Falmouth Town Hall.
13

14 **ARTICLE 20 - SENIORITY AND PERSONNEL REDUCTION**
15

- 16 A. In the event of lay-offs and recall, seniority by classification of employees
17 shall be given primary and sole consideration. Seniority for the purpose of
18 layoff and recall will be defined as length of continued service with the
19 classification. If an employee is laid off, he shall retain his seniority for
20 twenty-four (24) months from the date of the first lay-off.
21
- 22 B. The Town agrees to furnish the Union a seniority list by years of service of
23 all employees covered by this Agreement within forty-five (45) days of the
24 contract signing date.
25
26

27 **ARTICLE 21 - SEVERABILITY**
28

29 In the event that any provision herein is found by any court of competent
30 jurisdiction to be invalid, all other valid provisions shall remain in effect.
31
32

33 **ARTICLE 22 - SICK LEAVE**
34

- 35 A. Sick leave shall accrue to regular employees at the rate of one and half (1.5)
36 hours for each full week of service accumulative to a maximum of four
37 hundred (400) hours.
38

39 All full-time employees employed as of March 1, 2002 shall carry forward
40 all unused sick leave accrued as of March 1, 2002 – up to a maximum of

1 four hundred (400) hours. Any accumulated sick leave as of this date in
2 excess of four hundred (400) hours shall be “cashed out” and paid into the
3 Town’s “Retiree Health Saving Plan, as defined by the Internal Revenue
4 Service, at the rate of one-half (1/2) of the employee’s base rate of pay in
5 effect on June 30, 2001.
6

7 B. Sick leave may be used only in the following cases:
8

- 9 1. Personal illness or physical incapacity of such a degree as to render
10 the employee unable to perform the duties of his position.
11
- 12 2. Illness of members of the immediate family whose illness demands
13 the employee's care. Immediate family shall be regarded as spouse,
14 child, father, mother, step-parent or step child. Such leave shall not
15 exceed forty (40) hours in any calendar year and shall be deducted
16 from sick leave.
17

18 C. If requested by the Chief of Police on a just cause basis, the employee shall
19 furnish the Chief of Police a certificate from an attending physician, the cost
20 of the certificate to be borne by the Town.
21

22 D. When an employee has accrued at least two hundred and twenty-eight (228)
23 sick leave hours, he/she shall have the option to cash in those hours earned
24 in any fiscal year up to a maximum of seventy-two (72) hours at the rate of
25 thirty-three (33) percent of his/her current base rate provided he/she has not
26 used more than forty (40) hours of sick leave in the same fiscal year. Any
27 such funds “cash-in” shall be placed on behalf of the employee in the
28 Town’s “Retiree Health Saving Plan account not later than September 10th
29 of the following fiscal year.
30

31 E. The Town shall pay an employee's estate for all unused sick leave, at the rate
32 of one hundred percent (100%) of the current base rate, in the event of the
33 employee's death.
34

35 F. Upon retirement or separation in good standing, unused sick leave shall be
36 paid to an employee on the following benefit schedule:
37

- 38 1. Less than five (5) years of service – one-sixth (1/6) of unused
39 sick leave up to a maximum of fifty (50) hours.
40

1 2. Greater than or equal to five (5) years of service – one-third (1/3) of
2 unused sick leave up to a maximum of one hundred (100)
3 hours.

4
5 3. Greater than or equal to ten (10) years of service – one-half (1/2) of
6 unused sick leave up to a maximum of one-hundred and fifty (150)
7 hours.

8
9 Payment will not be made prior to the employee completing his/her last day
10 of work, but will be paid within two (2) weeks of the employee's severance
11 date.

12
13
14 **ARTICLE 23 - STRIKES AND SLOWDOWNS PROHIBITED**

15
16 A. The Union agrees that during the term of this Agreement, neither it nor its
17 officers or members will engage in, encourage, sanction, support, or suggest
18 any (1) strikes, (2) slowdowns, (3) mass absenteeism, (4) mass resignations,
19 or (5) picketing which would involve suspension of or interference with the
20 normal work of the department or other Town departments.

21
22 B. In the event that Union members participate in such activities in violation of
23 this provision, the Union shall notify those members so engaged to cease and
24 desist from such activities and shall instruct the members to return to their
25 normal duties. Any employee participating in these prohibited activities
26 may be discharged by the Town.

27
28 **ARTICLE 24 - SUBSTITUTIONS**

29
30 The right to substitute six (6) days [two (2) every four (4) months] per year
31 shall be permitted provided the days are scheduled in advance with the
32 Police Chief's approval and occur within the same pay period. Approval
33 shall be based on the Chief's determination of the operational consideration
34 of the Department such as safety and overtime cost. Any denial shall not be
35 for arbitrary or capricious reasons. Additional substitution days may be
36 approved at the Chief's discretion.

1 **ARTICLE 25 - UNION ACTIVITIES**

2
3 A. The Town agrees to the following Union activities on the Town premises
4 and without loss of pay:

- 5
6 1. Representatives of the Union may post Union notices on the bulletin
7 board provided for same.
8
9 2. Representatives of the Union shall be allowed time off, with pay, for
10 meetings with Town officials concerning Union business, negotiations
11 or transmitting Union notices, provided said time off does not
12 interfere with work flow requirements as determined by the Chief of
13 Police.
14
15 3. Representatives of the Union shall be allowed time off, with pay,
16 during their regular work or shift hours to investigate grievances or to
17 attend grievance hearings, but not to exceed a total of two (2) hours
18 per week except with written permission of the Chief of Police.
19
20 4. Two (2) Union officers of the local unit shall be allowed to take three
21 (3) work days, without pay, per year for Union business with
22 permission of the Chief of Police.
23
24

25 **ARTICLE 26 - UNION SECURITY**

26
27 A. Membership in the Local Union is not compulsory; membership in the Local
28 Union is separate, apart and distinct from the assumption by an employee of
29 his equal obligation to the extent that he receives equal benefits. The Local
30 Union is required under this Agreement to represent all of the employees in
31 the bargaining unit fairly and equally without regard for whether or not an
32 employee is a member of the Union. The terms of this Agreement have been
33 made for all employees in the bargaining unit and not for members in the
34 Local Union.
35

36 B. This Agreement has been executed by the Employer after it has satisfied
37 itself that the Union is the choice of a majority of employees in the
38 bargaining unit. Employees shall upon completion of six (6) months of
39 employment, elect to accept the provisions of either Section 1, 2 or 3 below.
40

1 (1) Union Membership: All employees who are members of the Union as of
2 the date of this Agreement, and all employees who hereafter become
3 members of the Union may maintain their membership in good standing in
4 the Union for the duration of this Agreement.
5

6 (2) Fair Share Fees: Any present or future employee who is not a member
7 and does not want to be a member shall pay a fair share fee as a contribution
8 toward the administration of the Agreement in the amount equal to 80% of
9 current dues for the duration of this Agreement.
10

11 (3) Representation Rates: Any employee may be excused from the
12 provisions of Section 1 or 2 above upon signing a statement that in the event
13 he/she needs the services of the Union's business agent or attorney, he/she
14 shall pay the following fees:
15

- 16 A. Attorney - \$125/Hr.
- 17 B. Business Agent - \$75/Hr.
- 18 C. Research - \$125/Hr.
- 19 D. Reasonable fees and costs related to arbitration.

20
21 C. The Union shall indemnify, defend and hold the employer harmless against
22 all claims and suits which may arise as a result of action taken pursuant to
23 this Article and in the collection of dues.
24

25 **ARTICLE 27 - VACATIONS**

26
27 A. Each regular employee shall earn vacation with pay at the following rate for
28 each full payroll week:
29

30 Years of Service	31 Vacation Hours Earned Per Week
32 After one (1) year	33 1.54 hours
34 After three (3) years	35 1.85 hours
36 After six (6) years	37 2.31 hours
38 After eleven (11) years	39 2.77 hours
After sixteen (16) years	3.23 hours

38 B. An employee with up to eleven (11) years may accumulate up to a maximum
39 of one hundred and sixty (160) hours of vacation leave. Any employee with

1 eleven or more years may accumulate up to a maximum of two hundred
2 (200) hours of vacation leave.

3
4 C. Vacation leave will accrue beginning with the first full week of service,
5 following the successful completion of one-year probationary period. After
6 one (1) year of continuous service, the employee shall be credited with
7 eighty (80) hours of earned vacation leave.

8
9 D. Vacation leave shall be scheduled by the Police Chief. In scheduling
10 vacations, the Chief of Police shall take into account the operational needs
11 and the employee's seniority.

12
13 E. An employee may be permitted, with the Chief's written approval, to cash in
14 up to sixteen (16) hours of unused vacation time in the fiscal year at his/her
15 base wage rate. This will not be considered time worked for overtime
16 purposes.

17
18 F. Accrued vacation leave shall be paid to an employee in good standing upon
19 his separation from the service, or to his beneficiary or estate upon his death.

20
21
22 **ARTICLE 28 - WAGES**

23
24 A. The hourly wages paid to employees covered by this Agreement shall be as
25 set forth in Appendix A (with seniority brackets determined by years of
26 service in the Department and payable on the first full pay week after
27 attainment of bracket anniversary date).

28
29 B. Patrol officers who work as dispatchers will be paid the patrol officer's rate
30 corresponding to the patrol officer's length of service except when a patrol
31 officer is assigned dispatch duty due to the patrol officer's inability to
32 perform patrol duties. During such light duty assignments the patrol officer
33 will be paid at the dispatcher rate.

34
35 C. EMT Bonus

36
37 1. Upon completion of training and certification as an Emergency
38 Medical Technician (EMT), an employee will be awarded a one-time
39 bonus of two hundred dollars (\$200.00).

1 2. Any police officer who obtains and maintains certification as an
2 emergency medical technician (EMT) shall receive an incentive
3 stipend of \$600 per year. The initial \$600.00 payment shall be
4 received five (5) months after the certification has been submitted in
5 writing to the Police Chief. Any subsequent annual payments shall
6 occur twelve (12) months after the initial payment was made to the
7 police officer.

8
9 3. The cost of the EMT course or recertification for a police officer shall
10 be paid by the Town. Attendance will not be paid as hours worked.

11
12 4. The Town will attempt to provide work schedule flexibility in order
13 for a police officer to attend the EMT course.

14
15 D. The Chief of Police may, at his discretion, hire new dispatchers or patrol
16 officers with prior experience at up to and including the two (2) year wage
17 bracket. Lateral entry will be utilized when it is deemed by the Chief of
18 Police to be necessary to recruit qualified patrol officers. Employees will be
19 credited with one (1) year experience if they receive an Associate's Degree
20 in Criminal Justice or related field, and will be credited with two (2) years
21 experience with the completion of a Bachelor's Degree in Criminal Justice or
22 related field.

23
24 E. Detective Stipend

25
26 1. The detective position is an appointment by the Police Chief, it is not
27 an entitlement, and is not subject to the grievance procedure.

28
29 2. A stipend of \$30.00 per week shall be paid to a police officer
30 appointed by the Police Chief to perform the regular responsibilities
31 of the Detective position.

32
33 F. Pay Day/Direct Deposit

34
35 Subject to the transition period as determined by the Town, the pay date for
36 employees shall change from Thursday to Friday. At the time of this
37 change, the Town will increase the number of banking institutions that an
38 employee may select for direct deposit.

ARTICLE 29 - TERM OF AGREEMENT

A. This Agreement shall govern the rights of the parties until June 30, 2009 and shall be retroactive to July 1, 2006 for any eligible member of the bargaining unit who is actively employed by the Town on the signing date of this Agreement. In addition, all members of the bargaining shall receive a three (3%) percent signing bonus added to 2004-2005 salary schedule. Negotiations shall begin as promptly as possible following notification of a party's desire to negotiate a new Agreement.

B. Provided, however, that if the Town Council of the Town of Falmouth shall not ratify the execution of this Agreement it shall be invalid for all purposes.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____ day of _____, 2007 to be effective as of this signing date except as provided for above.

Dated: _____, 2007

WITNESS

TOWN OF FALMOUTH

Its Town Manager

MAINE ASSOCIATION OF
POLICE

Its President

Its Secretary/Treasurer

1 **SIDE LETTER**
2 **AGREEMENT ON TRANSITION TO MAINE STATE RETIREMENT**
3

4 The Town and the Union agree as follows:
5

6 **1. Maine State Retirement Plan**
7

8 The Town shall elect to join the Maine State Retirement Participating Local
9 District Plan 2C effective July 1, 2006, and sworn officers may elect to join the
10 plan.
11

12 **2. Purchase of Prior Service**
13

14 **A. Sworn Officers – Hired after July 1, 1988**
15

16 (1) On or before February 1, 2007 [**date subject to revision**], all sworn
17 officers hired after July 1, 1988 (“Eligible Officers”) who elect to join the
18 MSRS plan shall withdraw from the ICMA pension plan and direct the
19 ICMA pension plan to pay over their entire ICMA balances to the Maine
20 State Retirement System in payment of back contributions to PLD Plan AC
21 required by the MSRS to purchase prior service from July 1, 1988 or date of
22 hire, whichever is later, to June 30, 2006, and prior service in the MSRS
23 PLD Plan 2C from July 1, 2006 through January 31, 2007 [**latter date**
24 **subject to revision**].
25

26 (2) Upon completion of all of the payments of ICMA balances required
27 by subsection 2.A.(1), the Town shall, on behalf of Eligible Officers, pay to
28 the Maine State Retirement System the difference between the total of all of
29 ICMA balances and the full amount of the cost of buying back the prior
30 service of the Eligible Officers. In order to be eligible for the Town’s
31 contribution to the cost of purchasing prior service, Eligible Officers must
32 elect to join the MSRS and pay over their ICMA balances no later than
33 February 1, 2007 [**date subject to revision to align with above**
34 **paragraph**]. The Town shall not contribute to the cost of purchasing prior
35 service on behalf of any employee who elects to join MSRS after February
36 1, 2007 (date subject to revision).
37

38 (3) A list of Eligible Officers, their ICMA balances as of _____,
39 2006 and the cost of buying back prior service in the MSRS shall be
40 provided to the Union and the Town for review. The ICMA balances and

1 the buyback costs shall be updated to _____ [date] prior to
2 effectuation of the buyback of prior service.
3

4 (4) Sworn officers who were employed prior to the signing date of this
5 Agreement and who participated in the Town's I.C.M.A. Money Purchase
6 Plan on or before December 1, 2006 may continue to participate in I.C.M.A.
7 in lieu of M.S.R.S. participation. [Deadline for selection needed.]
8

9 **B. Sworn Officers – Hired Before July 1, 1988**

10
11 (1) Officers hired by the Town before July 1, 1988 shall be responsible
12 for the full amount of the cost of buying back the officer's prior service, and
13 the Town shall not pay any part of the buyback costs.
14

15 (2) On or before February 1, 2007 **[date subject to revision]**, all sworn
16 officers hired before July 1, 1988 who elect to join the MSRS and who
17 participate in the ICMA pension plan shall withdraw from the ICMA
18 pension plan and direct the ICMA pension plan to pay over their entire
19 ICMA balances to the Maine State Retirement System in payment of back
20 contributions to PLD Plan AC required by the MSRS to purchase prior
21 service from his/her date of hire to June 30, 2006, and prior service in the
22 MSRS PLD Plan 2C from July 1, 2006 through January 31, 2007 **[latter**
23 **date subject to revision]**.
24

25 (3) A list of sworn officers hired before July 1, 1988, their ICMA
26 balances as of _____, 2006 (if any) and the cost of buying back prior
27 service in the MSRS shall be provided to the Union and the Town for
28 review. The ICMA balances and the buyback costs shall be updated to
29 _____ [date] prior to effectuation of the buyback of prior
30 service.
31

32 (4) Any police officer hired before July 1, 1988 who was participating in
33 the Town's I.C.M.A. Money Purchase Plan as of December 1, 2006 may
34 elect to continue such participation in lieu of joining the M.S.R.S.
35

36 **3. Dispatchers**

37
38 A. All currently employed dispatchers who are members of the
39 bargaining unit shall be eligible to participate in the MSRS Plan AC in accordance
40 with the laws and rules of the Maine State Retirement System. Alternatively,

1 dispatchers may continue to participate in the I.C.M.A. Money Purchase plan. No
2 employee may participate in more than one pension plan in addition to Social
3 Security.

4
5 **B. Prior Service**
6

7 Dispatchers may purchase prior service as follows. Any individual
8 purchasing prior service in the MSRS Plan AC shall allocate their ICMA pension
9 plan balances in the following manner:

10
11 (1) The Dispatcher's own contributions to ICMA may be allocated
12 to the payment of back employee contributions to the MSRS. Any shortfall shall
13 be paid by the Dispatcher.

14
15 (2) Accumulated earnings on the Dispatcher's own contributions to
16 ICMA shall be allocated to payment of accumulated interest on back employee
17 contributions to the MSRS. Any shortfall shall be paid by the Town.

18
19 (3) Accumulated employer contributions made to the dispatcher's
20 ICMA plan shall be allocated to payment of back employer contributions to the
21 MSRS. Any shortfall shall be paid by the Town.

22
23 (4) Accumulated earnings on employer contributions made to the
24 dispatcher's ICMA plan shall be allocated to payment of accumulated interest on
25 back employer contributions to the MSRS. Any shortfall shall be paid by the
26 Town.

27
28 In order to receive the Town's contribution to the purchase of prior service
29 as specified above, the Dispatcher must elect to join the Maine State Retirement
30 System and pay over his or her ICMA balances no later than February 1, 2007.
31 Any Town obligation to contribute to purchase of prior service shall expire
32 effective February 1, 2007. A list of dispatchers, their ICMA plan balances and
33 buyback costs shall be provided to the Town and the Union for review.

34
35 **3. Releases and Indemnification**
36

37 The Town shall not undertake any of its obligations under this Agreement
38 until every member of the bargaining unit employed after July 1, 1988 has
39 executed an individual release of the Town and the Union in the form attached
40 hereto as Exhibit B. The Union shall indemnify and hold the Town of Falmouth

1 and its Council, Town Manager, employees, attorneys, consultants, actuaries and
2 accountants harmless from any and all liabilities, damages, or costs, including
3 attorneys fees, due to past or current claims by any bargaining unit members that
4 the Town failed to fulfill any of its obligations to said employees under the Maine
5 State Retirement System laws, rules and administrative policies.

6

7 **4. Maine State Retirement Approval**

8

9 The obligations of the parties under this side letter and Article 16, Pensions,
10 are expressly conditioned upon acceptance by the Maine State Retirement System
11 of all provisions contained herein regarding membership in the MSRS PLD plans
12 and purchase of prior service.

1
2 **RELEASE FOR SWORN POLICE OFFICERS HIRED AFTER JULY 1,**
3 **1988**
4

5 In consideration for the agreements made by the Town of Falmouth and the
6 Maine Police Association which afford me the opportunity to join Maine State
7 Retirement Plan 2C and Town financial support of the purchase of prior service in
8 Maine State Retirement, and other good and valuable consideration, I, for myself,
9 anyone who may claim through me, including but not limited to, my personal
10 representatives, heirs, and assigns, do hereby irrevocably and unconditionally
11 release, and forever discharge the Town of Falmouth, its Town Council, Town
12 Manager, employees, agents, attorneys, consultants, actuaries and accountants and
13 the Maine Police Association, its Directors, officers, agents and attorneys
14 ("Releasees"), from any and all claims, damages, complaints, causes of action,
15 suits, liabilities, demands and expenses (including attorneys' fees) of any nature
16 whatsoever, both at law and in equity, whether known or unknown, now existing
17 or which may result from the existing state of things, which I now have or ever had
18 against Releasees from the beginning of time to the present day and that relate in
19 any way to the offering, failure to offer, management, funding or operation of any
20 pension benefit plans that were or could have been made available to me by the
21 Town and/or by agreement of the Town and the Union.

22
23

1
2
3
4
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6
7
8
9

Dated:

Print employee name:

Employee Signature

1 Dated:

Print employee name:

2

3

4

5

6

Employee Signature

1 **MEMORANDUM OF UNDERSTANDING**

2
3 The Town of Falmouth and Teamsters Local Union 340 agree that the existing
4 provision (Article 7 - Employee Rights, Section A of the Police Collective
5 Bargaining Agreement) allows the Town to discharge for just cause an employee who
6 is unable for any reason to perform the required job responsibilities.

7
8 The Union agrees that the Town's bargaining proposal dated May 2, 1995
9 regarding a return to work program is withdrawn by the Town without prejudice.

AMENDMENT #2 TO 2001-2004 POLICE AGREEMENT
BETWEEN
TOWN OF FALMOUTH
AND
MAINE ASSOCIATION OF POLICE

POLICE RETIREE HEALTH SAVING PLAN

In the addition to the “Amendment Regarding the Police Retiree Health Saving Plan” signed June 7, 2002, the Town of Falmouth and the Maine Association of Police have reached the following additional amendments pertaining to the creation and implementation of the Town’s Retiree Health Saving Plan contained in Article 22 – Sick Leave of the 2001-2004 Police Collective Bargaining Agreement:

1. Due to the initial start up date for implementing the Town’s Retiree Health Saving Plan program, the Town and the Association agree that any employee who is eligible for the sick leave incentive payment (Article 22, Section D) for the 2001-2002 year shall receive this payment as cash. For any employee who is eligible for this sick leave incentive payment in any subsequent year covered by the Collective Bargaining Agreement, the employee shall have the payment contributed into the employee’s retiree health saving plan.
2. Amend Article 27 – Vacation, Section F to allow as of July 1, 2002 that any employee who elects to “cash in” up to sixteen (16) hours of unused vacation time to elect either (1) a cash payment or (2) to contribute the amount in the employee’s retiree health saving plan.
3. This amendment shall be effective as of its signing date. This amendment and attached modified language for Article 22 – Sick Leave and Article 27 – Vacation shall be attached to 2001-2004 Collective Bargaining Agreement.

<u>s/Doug Harris</u>	<u>7/25/2002</u>
For the Town of Falmouth	Date

<u>s/Robert Susi</u>	<u>7/25/2002</u>
For the Maine Association of Police	Date

AMENDMENT TO 2001-2004 POLICE AGREEMENT
BETWEEN
TOWN OF FALMOUTH
AND
MAINE ASSOCIATION OF POLICE

POLICE RETIREE HEALTH SAVING PLAN

The Town of Falmouth and the Maine Association of Police have reached the following amendment pertaining to the creation and implementation of the Town's Retiree Health Saving Plan contained in Article 22 – Sick Leave of the 2001-2004 Police Collective Bargaining Agreement:

1. Because the Internal Revenue Code and the requirements of ICMA regarding the trust document for the Retiree Health Saving Plan do not allow the option of “cashing out” sick leave and to pay said amount to a deferred compensation plan, the Town and Association have agreed to delete the deferred compensation option contained in Section A and D. See attached modified Article 22 language.

2. This amendment shall be effective as of its signing date. This amendment and attached modified language for Article 22 – Sick Leave shall be attached to 2001-2004 Collective Bargaining Agreement.

For the Town of Falmouth Date

For the Maine Association of Police Date

-----Original Message-----

From: Jennifer Anthony
Sent: Thursday, June 13, 2002 3:22 PM
To: 'jrichardson@thplaw.com'
Cc: 'dharris@town.falmouth.me.us'; 'lbroussard@town.falmouth.me.us'; Roger Kelley
Subject: Falmouth - Retiree Health Saving Plan Update

John, we are proceeding as fast as possible to implement the Retiree Health Saving Plan (RHSP) and are aware of the Association's expressed concern as to its implementation date. We believe the final details can now be worked out and implementation of the plan by August 1, 2002 with subsequent plan years effective July 1st of each year. We do need to amend the 2001-2004 Collective Bargaining Agreement in order to facilitate this transition. My update follows.

1. Plan Document

The legal implications of the Town's implementation of the RHSP has been time consuming because the internal revenue services has only issued a "private ruling" as to whether this plan can be a tax-free benefit offered to employees. It is this private ruling that ICMA is relying on, thus the Town's need to clear up the completing issues of potential liabilities to the Town and employee in event an adverse determination were made that would result in changing this "tax-free" benefit to a "taxable" benefit. As a result, we are forwarding to ICMA amended plan documents for their review and approval. Hopefully, ICMA will accept our proposed changes and agree to be the Town's vendor for the RHSP.

In anticipation of the ICMA acceptance, a meeting has been scheduled with ICMA representative Mark Gosselin for June 20th at 8:00 a.m. to inform the bargaining unit members of the details of this health saving plan and the individual options regarding participation and severance.

Given the time requirements to inform the employees and for them to consider and select their respective participation options, the first feasible date to initiate the plan is August 1, 2002.

2. Sick Leave Buy-out Option [Article 22, Section A]

With respect to Article 22 - Sick Leave, Section A regarding the sick leave buy-out provision, those eligible employees will have 1/2 of their accumulated sick leave hours over 400 hours as of March 1, 2002 paid into RHSP as of August 1, 2002.

Because of the complexities in the plan's implementation, any employee who had 400 hours as of March 1, 2002 will be credited with any earned sick leave time even if the credit allows the accumulation to be greater the 400 hour cap. For example, if an employee was at the 400 hour cap after the sick leave buy-out deduction on March 28, 2002 - contract ratification date - and assuming the employee did not use any sick leave since that time, the employee would be credited with 1.5 hours per week thru June 30, 2002 for a total of 419.5 hours [13 weeks at 1.5 hrs. pr. Week = 19.5 hrs.]

3. Sick Leave Incentive [Article 22 - Section D]

Due the plan's implementation date August 1, 2002 and of the complications of attempting to establish the Plan's implementation date for the 2001-2002 year, it is the Town's request that any bargaining unit member who is eligible for the sick leave incentive will agree to a cash payment instead of investing the amount in the RHSP. In subsequent years, the employee's payment will be contributed into the RHSP. **PLEASE SEE THE ATTACHED CONTRACT AMENDMENT DOCUMENT #2]**

4. Vacation - Cash in Lieu Option [Article 27 - Section F]

We just negotiate this cash option for the 2001-2004 and the Town is willing to expand the payment options to include beginning with the 2002-2003 year for the employee to elect either a cash payment or contribute the amount into the RHSP. **PLEASE SEE THE ATTACHED CONTRACT AMENDMENT DOCUMENT #2.**

PLEASE REVIEW THESE PROPOSED CHANGES AND, IF ACCEPTABLE, MAKE ARRANGEMENTS FOR THE CONTRACT AMENDMENTS TO BE SIGNED AS SOON AS POSSIBLE. QUESTIONS, PLEASE CALL.

ROGER

<< File: RETIREE HEALTH SAVING PLAN REVISIONS 2 6-12-021.doc >>

August 20, 2002

John G. Richardson Jr. Esq.
Troubh, Heisler & Piampiano
511 Congress Street
PO Box 9711
Portland, Maine 04104-5011

RE:	Falmouth Police - Sick Leave Conversion
-----	---

Dear John:

This is to follow up our understanding of August 15, 2002 that any Falmouth police officer who reached the maximum sick leave accumulation of 400 hours as of March 1, 2002 through June 30, 2002 was credited with an additional 1.5 hours per week. Of those six officers eligible for this one-time exception to the 400 hours cap, they each earned 19.5 sick leave hours. This exception was offered by the Town in light of the delay in it being able to implement the "Retiree Health Saving Plan" through IMCA.

It is my understanding the 19.5 hours for these employees will be converted to dollar credits under each employee's "RHSP" account as prescribed by the conversion formula contained in Article 22, Section A of the 2001-2004 Collective Bargaining Agreement, i.e. the employees will receive a payment conversion of one half of the employee's base rate of pay in effect on June 30, 2001 for 9.75 hours.

If you agree with my understanding, please sign and return a copy to me.

With best regards.

Sincerely,
Roger P. Kelley

RPK/ja
cc: Doug Harris
Chief Ed Tolan
Bob Susi, Shop Steward

Seen and Agreed: s/Robert Susi

8/30/2002

Date

